

GOVERNMENT OF SINDH



Request For Proposals Works (Design and Build)

RFP No.: PK-SMTA-334960-CW-RFP

Loan No.: IBRD-89950

Procurement of Package - 4: NEW JAM SADIQ BRIDGE (Yellow Corridor Segment 3)

KARACHI MOBILITY PROJECT

Volume 1

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- Section II. Proposal Data Sheet (PDS)
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Project Director (Karachi Mobility Project)
Bus Rapid Transit (BRT) “Yellow Line”
Sindh Mass Transit Authority, Karachi-Pakistan

Issued on: 1st March 2023

Request For Proposal Documents Works (Design and Build)

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PART 1 – REQUEST FOR PROPOSAL PROCEDURES

SECTION I - INSTRUCTIONS TO PROPOSERS (ITP)

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SECTION I - INSTRUCTIONS TO PROPOSERS

A. GENERAL

1. **Scope of Proposal**
- 1.1 The Employer, as specified **in the PDS**, issues this Request for Proposals (RFP) Document for the Design and build of the Works as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFP are specified **in the PDS**.
- 1.2 Unless otherwise stated, throughout this RFP Document definitions and interpretations shall be as prescribed in the Section VIII, General Conditions.
- 1.3 Throughout this RFP Document:
- (a) the term **"in writing"** means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the PDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
 - (c) **"Day"** means calendar day, unless otherwise specified as **"Business Day"**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays;
 - (d) **"Works"** refers to Works, subject of this request for proposals document, to be executed on design and build contracting arrangement;
 - (e) **"ES"** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH));
 - (f) **"Sexual Exploitation and Abuse"** **"(SEA)"** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 - (g) **Sexual Harassment** **"(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;
 - (h) **"Contractor's Personnel"** is as defined in Sub-Clause 1.1.16 of the General Conditions; and
 - (i) **"Employer's Personnel"** is as defined in Sub-Clause 1.1.32 of the General Conditions.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

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|--------------------------------|--|
| 2. Source of Funds | <p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated in the PDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the PDS toward the project named in the PDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this RFP Document is issued.</p> <p>2.2 Payments by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement between the Borrower and the Bank (hereinafter called the Loan Agreement), and will be subject in all respects to the terms and conditions of that Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of equipment, materials or any other goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p> |
| 3. Fraud and Corruption | <p>3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Proposers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.</p> |

4. Eligible Proposers

- 4.1 A Proposer may be a firm that is a private entity, a state-owned enterprise or institution subject to **ITP 4.6**—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the RFP process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the PDS**, there is no limit on the number of members in a JV.
- 4.2 A Proposer shall not have a conflict of interest. Any Proposer found to have a conflict of interest shall be disqualified. A Proposer may be considered to have a conflict of interest for the purpose of this RFP process, if the Proposer:
- (a) directly or indirectly controls, is controlled by or is under common control with another Proposer; or
 - (b) receives or has received any direct or indirect subsidy from another Proposer; or
 - (c) has the same legal representative as another Proposer; or
 - (d) has a relationship with another Proposer, directly or through common third parties, that puts it in a position to influence the Proposal of another Proposer, or influence the decisions of the Employer regarding this RFP process; or
 - (e) any of its affiliates participates as a consultant in the preparation of the Employer's Requirements for the Works that are the subject of the Proposal; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as the Engineer for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the PDS ITP 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the RFP Document or specifications of the Contract, and/or the Proposal evaluation process of such Contract; or (ii) would be involved in the

implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the RFP process and execution of the Contract.

- 4.3 A firm that is a Proposer (either individually or as a JV member) shall not participate in more than one Proposal, except for permitted alternative Proposals. This includes participation as a subcontractor in other Proposals. Such participation shall result in the disqualification of all Proposals in which the firm is involved. A firm that is not an individual Proposer or a JV member in a Proposal may participate as a subcontractor in more than one Proposal.
- 4.4 A Proposer may have the nationality of any country, subject to the restrictions pursuant to **ITP 4.8**. A Proposer shall be deemed to have the nationality of a country if the Proposer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.5 A Proposer that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, submit proposal for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.
- 4.6 Proposers that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Proposer shall not be under suspension from submitting Proposals by the Employer as the result of the operation of a Bid Securing Declaration or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the

United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the procurement is implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of **ITP 4.8 (a)** above by one country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

- 4.9 A Proposer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.
5. **Eligible Materials, Equipment and Services** 5.1 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Proposers may be required to provide evidence of the origin of materials, equipment and services.

B. CONTENTS OF RFP DOCUMENT

6. **Sections of RFP Document** 6.1 The RFP Document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with **ITP 8**:

PART 1 Request for Proposal Procedures

- Section I - Instructions to Proposers (ITP)
Section II - Proposal Data Sheet (PDS)
Section III - Evaluation and Qualification Criteria
Section IV - Proposal Forms
Section V - Eligible Countries
Section VI - Fraud and Corruption

PART 2 Employer's Requirements

- Section VII - Employer's Requirements

PART 3 Conditions of Contract and Contract Forms

Section VIII - General Conditions

Section IX - Particular Conditions

Section X - Contract Forms

- 6.2 The Specific Procurement Notice, Notice of Request for Proposals (RFP) issued by the Employer, is not part of this RFP Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Proposal meeting (if any), or Addenda to the RFP Document in accordance with **ITP 8**. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Proposer is expected to examine all instructions, forms, terms, and specifications in the RFP Document and to furnish with its Proposal all information or documentation as is required by the RFP Document.
- 7. Clarification of RFP Document, Site Visit, Pre-Proposal Meeting**
- 7.1 A Proposer requiring any clarification of the RFP Document shall contact the Employer in writing at the Employer's address specified **in the PDS** or raise its enquiries during the pre-Proposal meeting if provided for in accordance with **ITP 7.4**. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Proposals within a period specified **in the PDS**. The Employer shall forward copies of its response to all Proposers who have acquired the RFP Document in accordance with **ITP 6.3**, including a description of the inquiry but without identifying its source. If so specified **in the PDS**, the Employer shall also promptly publish its response at the web page identified **in the PDS**. Should the Employer deem it necessary to amend the RFP Document as a result of a request for clarification, it shall do so following the procedure under **ITP 8**.
- 7.2 The Proposer is advised to visit and examine the Site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Proposal and entering into a contract. The costs of visiting the site shall be at the Proposer's own expense.
- 7.3 The Proposer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Proposer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Proposer's designated representative is invited to attend a pre-Proposal meeting and/or a site visit, if provided for **in the PDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. Nonattendance at the pre-Proposal meeting will not be a cause for disqualification of a Proposer.
- 7.5 The Proposer is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Proposal meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Proposers who have acquired the RFP Document in accordance with **ITP 6.3**. Any modification to the RFP Document that may become necessary as a result of the pre-Proposal meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to **ITP 8** and not through the minutes of the pre-Proposal meeting.
- 8. Amendment of RFP Document**
- 8.1 At any time prior to the deadline for submission of Proposals, the Employer may amend the RFP Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the RFP Document and shall be communicated in writing to all who have obtained the RFP Document from the Employer in accordance with **ITP 6.3**. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with **ITP 7.1**.
- 8.3 To give prospective Proposers reasonable time in which to take an addendum into account in preparing their Proposals, the Employer may, at its discretion, extend the deadline for the submission of Proposals, pursuant to **ITP 23.2**.
- 9. Cost of Proposals**
- 9.1 The Proposer shall bear all costs associated with the preparation and submission of its Proposal, and the Employer will in no case be responsible or liable for those costs.
- 10. Contacting the Employer**
- 10.1 From the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the Proposal, it should do so in writing.
- 10.2 If a Proposer tries to directly influence the Employer or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.
- 11. Language of Proposals**
- 11.1 Unless otherwise specified **in the PDS**, the Proposal prepared by the Proposer and all correspondence and documents related to the Proposal exchanged by the Proposer and the Employer shall be written in the English Language, or, **if the PDS** so provides, in either one of two languages specified there. Any printed literature furnished by the Proposer as part of its Proposal may be in a language not specified **in the PDS**, as long as such literature is accompanied by a translation of

its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

C. PREPARATION OF PROPOSALS

12. Documents Comprising the Proposal

- 12.1 The Proposal shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (single-stage, two-envelope RFP process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “Original Proposal”.
- 12.2 The Technical Part submitted by the Proposer shall comprise the following:
- (a) Letter of Proposal - Technical Part, prepared in accordance with **ITP 13**;
 - (b) Security: Proposal Security or Proposal-Securing declaration, in accordance with **ITP 19**;
 - (c) Alternative Proposal - Technical Part, if permissible in accordance with **ITP 14**;
 - (d) written confirmation authorizing the signatory of the Proposal to commit the Proposer, in accordance with **ITP 21.1**;
 - (e) documentary evidence that the Proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted;
 - (f) method statement, equipment, personnel, and any other information as stipulated in Section IV, Proposal Forms
 - (g) documentary evidence in accordance with **ITP 18** that the Works offered by the Proposer conform to the RFP Document;
 - (h) Details of any departures in their Technical Part from the RFP documents;
 - (i) in the case of a Technical Part submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners;
 - (j) list of subcontractors, in accordance with **ITP 18.3**; and
 - (k) any other document required **in the PDS**.
- 12.3 The Financial Part submitted by the Proposer shall comprise the following:
- (a) **Letter of Proposal - Financial Part:** prepared in accordance with **ITP 13**;

- (b) **Price Schedules:** completed prepared in accordance with **ITP 15** and **ITP 16**;
 - (c) **Alternative Proposal – Financial Part:** if permissible in accordance with **ITP 14**;
 - (d) **Financial Disclosure:** The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal; and
 - (e) **Other:** any other document required in the PDS.
- 12.4 The Technical Part shall not include any financial information related to the Proposal price. Where material financial information related to the Proposal price is contained in the Technical Part, the Proposal shall be declared non-responsive.
- 12.5 The Proposer shall furnish in the Letter of Proposal-Technical Part three names of the potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Proposer (Letter of Proposal) shall be subject to Bank's No-objection.
- 13. Letter of Proposal, and Schedules**
- 13.1 The Proposer shall complete the Letter of Proposal – Technical Part and Letter of Proposal - Financial Part using the relevant forms furnished in Section IV, Proposal Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITP 21.3**. All blank spaces shall be filled in with the information requested.
- 14. Alternative Technical Proposals**
- 14.1 Alternative Proposal - Technical Part: the Proposer wishing to offer alternative technical Proposal shall (i) document that the proposed technical alternatives are to the benefit of the Employer, that they fulfill the principal objectives of the contract, and that they meet the basic performance and technical criteria specified in the RFP Documents; and (ii) further provide all information necessary for a complete technical evaluation of the alternative by the Employer, including as relevant drawings, design calculations, technical specifications, and proposed construction methodology and other relevant details.
- 14.2 Alternative Proposal - Financial Part: The Proposer submitting alternative technical Proposal shall provide all information necessary for a complete financial evaluation of the alternative by the Employer, including breakdown of prices relevant to the offered technical alternative and in the manner and detail called for in the Schedule of Rates and Prices (if any) included in Section IV – Proposal Forms.
- 14.3 Only the technical alternatives, if any, of the Proposer with the Most Advantageous Proposal conforming to the basic performance and technical criteria specified in the RFP Documents shall be considered by the Employer.

**15. Proposal
Prices**

- 15.1 Unless otherwise **specified in the PDS**, Proposers shall quote for the entire Works on a “single responsibility” basis such that the total lump sum Proposal price, subject to any adjustments, in accordance with the Contract, covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the RFP Document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction and completion of the Works. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning (as applicable) of the Works and, where so required by the RFP Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the RFP Document, all in accordance with the requirements of the General Conditions.
- 15.2 Proposers shall give a breakdown of the prices in the manner and detail called for in the Schedule of Priced Activities and Sub-activities included in Section IV, Proposal Forms with further breakdown prices for sub activities, as appropriate. The total of the prices of the items in the Schedule of Priced Activities is the Proposer’s offer to complete the works on a “single responsibility” basis. The cost of any items that the Proposer may have omitted is deemed to be included in the price of other items in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.
- 15.3 The prices shall be either fixed or adjustable as specified **in the PDS**.
- 15.4 In the case of **Fixed Price**, prices quoted by the Proposer shall be fixed during the Proposer’s performance of the contract and not subject to variation on any account. A Proposal submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 15.5 In the case of **Adjustable Price**, prices quoted by the Proposer shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor’s equipment in accordance with the procedures specified in the corresponding Schedule of Cost Indexation. A Proposal submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Proposers are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Proposal Forms.
- 15.6 If so indicated in **ITP 1.1**, Proposals are being invited for individual lots (contracts) or for any combination of lots (packages). Proposers wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Proposal the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price

reductions will apply. **However, discounts for the award of more than one contract will not be considered for proposal evaluation purpose.**

- 15.7 Proposers wishing to offer any unconditional discount shall specify in their Letter of Proposal the offered discounts and the manner in which price discounts will apply.
- 15.8 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Proposals, shall be included in the Proposal price submitted by the Proposer.

16. Proposal Currencies

- 16.1 The currency (ies) of the Proposal and the currency (ies) of payments shall be the same and shall be as specified **in the PDS.**
- 16.2 Proposers may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the Schedule of Priced Activities and Sub-activities Schedules and shown in the Table of Adjustment Data in the Appendix to the Proposal are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Proposers.

17. Documents Establishing the Qualification of the Proposer

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria, to establish that the Proposer continues to meet the qualification criteria used at the time of Initial Selection, the Proposer shall provide updated information on any assessed aspect that changed from that time including on Sexual Exploitation and Abuse (SEA) / SH disqualification status.
- 17.2 If a margin of preference applies in accordance with **ITP 39.1**, domestic Proposers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with **ITP 39.1.**
- 17.3 Any change in the structure or formation of a Proposer after being initially selected and invited to submit Proposals (including, in the case of a JV, any change in the structure or formation of any member and any change in any Specialized Subcontractor) shall be subject to the written approval of the Employer prior to the deadline for submission of Proposals. Such approval shall be denied if (i) a Proposer proposes to associate with a disqualified Proposer or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Proposer no longer substantially meets the qualification criteria set forth in the Initial Selection Documents; (iii) no longer continues to be in the list of Initially Selected Proposers as a result of the Employer's re-evaluation of the Application in accordance with criteria specified in the Initial Selection Documents; or (iv) in the opinion of the

Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the Notice of Request for Proposals.

18. Documents Establishing Conformity of the Works

- 18.1 Pursuant to **ITP 12.2 (f)**, the Proposer shall furnish, as part of its Proposal documents establishing the conformity to the RFP Documents of the Works that the Proposer proposes to design, and build under the Contract.
- 18.2 The documentary evidence of the conformity of the Works with the RFP documents may be in the form of literature, drawings and data, and shall include:
- (a) the documents specified in Section IV (Proposal Forms) - Technical Proposal;
 - (b) detailed description of the essential technical and functional/performance characteristics of the proposed Works, in response to the Employer's Requirements; and
 - (c) adequate evidence demonstrating the substantial responsiveness of the Works to the Employer's Requirements. Proposers shall note that standards for workmanship, materials and equipment designated by the Employer in the RFP Document are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Proposer may substitute alternative standards, in its technical proposal, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Performance / Functional requirements specified by the Employer.
- 18.3 The Proposer shall be responsible for ensuring that any proposed subcontractor complies with the requirements of **ITP 4**, and that any Works to be provided by the subcontractor comply with the requirements of **ITP 5** and **ITP 18.1**. The Proposer shall submit its Code of Conduct that meets the requirements setout in Section IV – Proposal Forms.

19. Securing the Proposal

- 19.1 The Proposer shall furnish as part of its Proposal, either a Proposal-Securing Declaration or a Proposal Security as specified in the PDS, in original form and, in the case of a Proposal Security, in the amount and currency specified in the PDS.
- 19.2 A Proposal-Securing Declaration shall use the form included in Section IV, Proposal Forms.
- 19.3 If a Proposal Security is specified pursuant to **ITP 19.1**, the Proposal security shall be a demand guarantee in any of the following forms at the Proposer's option:

- (a) an unconditional guarantee issued by a bank or a non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security indicated **in the PDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Proposal submission, that a correspondent financial institution is not required.

- 19.4 In the case of a bank guarantee, the Proposal Security shall be submitted either using the Proposal Security Form included in Section IV, Proposal Forms or in another substantially similar format approved by the Employer prior to Proposal submission. In either case, the form must include the complete name of the Proposer. The Proposal Security shall be valid for twenty-eight days (28) beyond the original date of expiry of the Proposal validity, or beyond any extended date if requested under **ITP 20.2**.
- 19.5 If a Proposal Security or a Proposal-Securing Declaration is specified pursuant to **ITP 19.1**, any Proposal not accompanied by a substantially responsive Proposal Security or Proposal-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.6 If a Proposal Security is specified in accordance with **ITP 19.1**, the Proposal Security of the Proposers shall be returned as promptly as possible once the successful Proposer has signed the Contract, furnished the required Performance Security, and if required **in the PDS**, the Environmental and Social (ES) Performance Security.
- 19.7 The Proposal Security may be forfeited:
 - (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
 - (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with **ITP 53**; or
 - (ii) furnish a Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, in accordance with **ITP 54**.
- 19.8 The Proposal Security or the Proposal-Securing Declaration of a JV shall be in the name of the JV that submits the Proposal. If the JV has not been legally constituted into a legally enforceable JV at the time of submission of Proposals, the Proposal Security or the Proposal-

Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in **ITP 4.1**.

19.9 If a Proposal Security is not required **in the PDS**, and:

- (a) if a Proposer withdraws its Proposal prior to the expiry date of the Proposal validity specified by the Proposer on the Letter of Proposal or any extended date provided by the Proposer; or
- (b) if the successful Proposer fails to:
 - (i) sign the Contract in accordance with **ITP 53**; or
 - (ii) furnish a performance security and if required **in the PDS**, the Environmental and Social(ES) Performance Security, in accordance with **ITP 54**,

the Employer may, if provided for **in the PDS**, declare the Proposer disqualified to be awarded a contract by the Employer for a period of time as stated **in the PDS**.

**20. Period of
Validity of
Proposals**

20.1 Proposals shall remain valid until the date specified **in the PDS** or any extended date if amended by the Employer in accordance with ITP 8. A Proposal that is not valid until the date specified **in the PDS**, or any extended date if amended by the Employer in accordance with ITP 8, shall be rejected by the Employer as nonresponsive.

20.2 In exceptional circumstances, prior to the date of expiry of the Proposal validity, the Employer may request that the Proposers extend the date of validity until a specified date. The request and the responses to the request shall be made in writing. A Proposer may refuse the request without risking execution of the Proposal-Securing Declaration or forfeiting the Proposal Security. Except as provided in **ITP 20.3**, a Proposer agreeing to the request will not be required or permitted to modify its Proposal, but will be required to ensure that the Proposal Security is extended for a correspondingly longer period, pursuant to **ITP 19.4**.

20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Proposal validity specified in accordance with ITP 20.1, the contract price will be adjusted as specified **in the PDS**. Proposal evaluation will be based on the Proposal prices without taking into consideration the above correction.

**21. Format and
Signing of
Proposal**

21.1 The original and all copies of the Proposal, each consisting of the documents listed in **ITP 12**, shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Proposer. The authorization must be in writing as specified **in the PDS**, and included in the Proposal pursuant to **ITP 12.2(d)**. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Proposal where entries or amendments have been made shall be signed or initialed by the person signing the Proposal.

- 21.2 In case the Proposer is a JV, the Proposal shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 21.3 The Proposal shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.
- 21.4 The Proposer shall furnish in the Proposal Submission Form (Section IV) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this procurement and to the execution of the Contract should the Proposer be successful.

D. SUBMISSION OF PROPOSALS

22. Submission, Sealing and Marking of Proposals

- 22.1 Unless the **PDS** states that Proposals are to be submitted electronically the following procedures shall apply.
 - (a) The Proposer shall deliver the Proposal in two separate, sealed envelopes. One envelope containing the Technical Part and the other the Financial Part. These two envelopes shall be enclosed in a sealed outer envelope and clearly marked “Proposal - Original”.
 - (b) In addition, the Proposer shall prepare copies of the Proposal, in the number specified **in the PDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “Copies: Technical Part”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “Copies: Financial Part”. The Proposer shall place both of these envelopes in a separate, sealed outer envelope marked “Proposal - Copies”. In the event of any discrepancy between the original and the copies, the original shall prevail.
 - (c) If alternative Proposals are permitted in accordance with **ITP 14**, the alternative Proposals shall be submitted as follows: the original of the alternative Proposal Technical Part shall be placed in a sealed envelope marked “Alternative Proposal – Technical Part” and the Financial Part shall be placed in a sealed envelope marked “Alternative Proposal – Financial Part” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “Alternative Proposal – Original”, the copies of the alternative Proposal will be placed in separate sealed envelopes marked “Alternative Proposal – Copies Of Technical Part”, and “Alternative Proposal – Copies Of Financial Part” and enclosed in a separate sealed outer envelope marked “Alternative Proposal - Copies”

- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Proposer;
 - (b) be addressed to the Employer, at the address given **in the PDS** for **ITP 23.1**; and
 - (c) bear the Contract(s) name, the Invitation for Proposals (RFP) title and number, as specified **in the PDS** for **ITP 1.1**, and the statement “Do Not Open Before [time and date],” to be completed with the time and date specified **in the PDS** for **ITP 19.1**.
- 22.3 If the outer envelope is not sealed and marked as required by **ITP 22.1** and **ITP 22.2**, the Employer will assume no responsibility for the Proposal’s misplacement or premature opening.
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| 23. Deadline for Submission of Proposals | <p>23.1 Proposals must be received by the Employer at the address specified, and no later than the time and date specified, in the PDS. Proposers have the option of submitting their Proposals electronically if specified in the PDS.</p> <p>23.2 The Employer may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents in accordance with ITP 8.3, in which case all rights and obligations of the Employer and Proposers will thereafter be subject to the deadline as extended.</p> |
| 24. Late Proposals | <p>24.1 The Employer shall not consider any Proposal that arrives after the deadline for submission of Proposals, in accordance with ITP 23. Any Proposal received by the Employer after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.</p> |
| 25. Withdrawal, Substitution, and Modification of Proposals | <p>25.1 A Proposer may withdraw, substitute, or modify its Proposal after it has been submitted, and before the deadline for submission of Proposals, by sending a written notice, duly signed by an authorized representative, including a copy of the authorization in accordance with ITP 21.1, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none">(a) prepared and submitted in accordance with ITP 21 and ITP 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked , (“Technical Part” and/or “Financial Part”)” “Modification (“Technical Part” and/or “Financial Part”);” and(b) received by the Employer prior to the deadline prescribed for submission of Proposals, in accordance with ITP 23. |

E. OPENING OF TECHNICAL PARTS OF PROPOSALS

- 26. Opening of Technical Part by Employer**
- 26.1 Except as in the cases specified in **ITP 24** and **ITP 25**, the Employer shall conduct the Technical part opening in public, in the presence of Proposers' designated representatives and anyone who chooses to attend, and at the address, date and time specified in the **PDS**. Any specific electronic Proposal opening procedures, if permitted, shall be as specified in the **PDS**.
- 26.2 First, the written notice of withdrawal in the envelopes marked "Withdrawal" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Proposer. No Proposal withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Proposal opening.
- 26.3 Next, envelopes marked "Substitution" shall be opened and read out and exchanged with the corresponding Technical Part being substituted, and the substituted Proposal shall not be opened, but returned to the Proposer. No Proposal substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Proposal opening.
- 26.4 Next, envelopes marked "Modification" shall be opened and read out with the corresponding Proposal. No Proposal modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Proposal opening.
- 26.5 Next, all other envelopes marked "Technical Part" shall be opened one at a time. All envelopes marked "Financial Part" shall remain sealed and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Proposals. On opening the Technical Part envelopes, the Employer shall read out: the name of the Proposer and whether there is a modification; the presence or absence of a Proposal security or a Proposal-Securing Declaration; and other details as the Employer, at its discretion, may consider appropriate.
- 26.6 Only Technical Parts of Proposals and Alternative Proposal - Technical Parts that are opened and read out at Proposal opening shall be considered further. At the Proposal opening the Employer shall neither discuss the merits of any Proposal nor reject any Proposal (except for late Proposals, in accordance with **ITP 24.1**).
- 26.7 The Employer shall prepare a record of the Technical Parts of public opening that shall include, as a minimum: the name of the Proposer and whether there is a withdrawal, substitution, or modification. The Proposers' representatives who are present shall be requested to sign the record. The omission of a Proposer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record

shall be distributed to all Proposers who submitted Proposals in time, and posted online when electronic procurement is permitted.

F. EVALUATION OF PROPOSALS – GENERAL PROVISIONS

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the notification of evaluation of the Technical Part in accordance with **ITP 33**.
- 27.2 Information relating to the evaluation of the Financial Part and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with the RFP process until the Notification of Intention to Award the Contract is transmitted to all Proposers in accordance with **ITP 49**.
- 27.3 Any effort by a Proposer to influence the Employer in the evaluation of the Proposals may result in the rejection of its Proposal.
- 27.4 Notwithstanding **ITP 27.1 and ITP 27.2**, from the time of Proposal opening to the time of Contract award, if any Proposer wishes to contact the Employer on any matter related to the RFP process, it should do so in writing.
- 28. Clarification of Proposals**
- 28.1 To assist in the examination, evaluation, and comparison of the Proposals, and qualification of the Proposers, the Employer may, at its discretion, ask any Proposer for a clarification of its Proposal. Any clarification submitted by a Proposer that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing.
- 28.2 If a Proposer does not provide clarifications of its Proposal by the date and time set in the Employer's request for clarification, its Proposal may be rejected.
- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Proposals, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the RFP document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the RFP document.

G. EVALUATION OF TECHNICAL PARTS OF PROPOSALS

- 30. Determination of Responsiveness of**
- 30.1 The Employer will examine the Technical Parts, including any alternatives submitted by Proposers, to determine whether they are complete, have been properly signed, and are generally in order.

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| Technical Parts | <p>30.2 The Employer’s determination of a Technical Part’s substantial responsiveness is to be based on the contents of the Proposal itself. For purposes of this determination, a substantially responsive Proposal is one that materially conforms to the requirements of the RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or (ii) limit in any substantial way, inconsistent with the RFP Document, the Employer’s rights or the Proposer’s obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Proposers presenting substantially responsive Proposals. <p>30.3 Provided that a Technical Part is substantially responsive, the Employer may waive any nonmaterial nonconformity in the Proposal.</p> <p>30.4 Provided that a Proposal is substantially responsive, the Employer may request that the Proposer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Proposal related to documentation requirements.</p> |
| 31. Evaluation of Technical Proposals | <p>31.1 The Employer’s evaluation of technical proposals will be carried out as specified in Section III, Evaluation and Qualification Criteria.</p> <p>31.2 The scores to be given to technical factors and sub factors are specified in the PDS.</p> |
| 32. Evaluation of Proposer’s Qualification | <p>32.1 The Employer shall determine to its satisfaction that, on the basis of updated documentary evidence submitted in accordance with ITP 12.2 (e), and Section III- Evaluation and Qualification Criteria, the Proposer continues to be qualified to satisfactorily perform the Contract.</p> <p>32.2 Prior to Contract award, the Employer will verify that the successful Proposer (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Proposer. If any proposed subcontractor does not meet the requirement, the Employer will require the Proposer to propose a replacement subcontractor.</p> <p>32.3 Only Proposals that are both substantially responsive to the RFP document and are qualified shall have their envelopes marked “FINANCIAL PART” opened at the second public opening.</p> |

- 33. Notification of evaluation of Technical Parts**
- 33.1 Following the completion of the evaluation of the Technical Parts of Proposals, the Employer shall make the following notifications:
- (a) Notify in writing those Proposers whose Proposals were considered substantially non-responsive to the requirements in the RFP, advising them of the following information:
 - (i) the grounds on which their Technical Part has been considered to be non-responsive;
 - (ii) their envelope marked “Financial Part” will be returned to them unopened after the completion of the Proposal evaluation process and the signing of the Contract;
 - (b) simultaneously, notify in writing those Proposers whose Proposals were considered substantially responsive to the requirements in the RFP, advising them that their Proposal has been evaluated as substantially responsive to the RFP; and
 - (c) notify all Proposers in accordance with the one of following two options:
 - (i) Option 1: when **BAFO or negotiations is not to be applied**, the date, time and location of the public opening of the envelopes marked ‘Financial Part’, or;
 - (ii) Option 2: when BAFO or negotiations apply as specified **in the PDS ITP 44 and ITP 46** respectively, that: (i) the envelopes marked ‘Financial Part’ will not be opened in public, but in the presence of a Probity Assurance Provider (Probity Auditor) appointed by the Employer, and that (ii) the announcement of the names of the Proposers whose Financial Parts will be opened and the total Proposal prices will be deferred to the time that the Notification of Intention to Award the contract is issued.

H. OPENING OF FINANCIAL PARTS

- 34. Public Opening of Financial Parts when BAFO or negotiations do not apply**
- 34.1 When BAFO or negotiations do not apply as specified **in the PDS**, the Financial Parts will be opened in public by the Employer in the presence of Proposers, or their designated representatives, and anyone else who chooses to attend. Each envelope marked “Financial Part” shall be inspected to confirm that it has remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Proposer, the technical score, the total Proposal prices, per lot (contract) if applicable, including any discounts, the presence or absence of a Proposal Security or Proposal-Securing Declaration, if required and any other details as the Employer may consider appropriate. Only discounts read out at the public opening shall be considered for evaluation. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Employer attending the public opening in the manner specified **in the PDS**.

- 34.2 The Employer shall prepare a record of the Financial Part of the Proposal opening that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices, per lot (contract) if applicable, including any discounts.
- 34.3 The Proposers whose envelopes marked “Financial Part” have been opened, or their representatives who are present, shall be requested to sign the record. The omission of a Proposer’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Proposers.
- 35. Opening of Financial Parts when BAFO or negotiations apply**
- 35.1 When, **as specified in the PDS**, BAFO or negotiations apply the Financial Parts will not be opened in public, and will be opened in the presence of a Probity Assurance Provider appointed by the Employer.
- 35.2 At the opening each of the envelopes marked “Financial Part” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall record the names of each Proposer, and the total Proposal prices and any other details as the Employer may consider appropriate. The Letter of Proposal - Financial Part and the Price Schedules are to be initialed by representatives of the Employer attending the public opening and by the Probity Assurance Provider.
- 35.3 The Employer shall prepare a record of the opening of the Financial Part envelopes that shall include, as a minimum:
- (a) the name of the Proposers whose Financial Part was opened;
 - (b) the Proposal prices including any discounts. And
 - (c) the Probity Assurance Provider’s report of the opening of the Financial Part.
- 35.4 The Probity Assurance Provider shall sign the record. The contents of the envelopes marked ‘Financial Part’ and the record of the opening shall be kept in safe custody by the Employer and not disclosed to anyone until the time of the transmission of the Notification of Intention to Award the contract.

I. EVALUATION OF FINANCIAL PART

- 36. Nonmaterial Nonconformities**
- 36.1 Provided that a Proposal is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Proposal Price. To this effect, the Proposal Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Proposers. If the price of the item or component cannot be derived from the price of other substantially responsive Proposers, the Employer shall use its best estimate.

- 37. Arithmetic Correction**
- 37.1 The Employer shall correct arithmetical errors on the following basis:
- (a) **Schedule of Priced Sub-activities:** where there are errors between the total of the amounts given under the column for Sub-activity Price and the amount given under the total for the Sub-activity, the former shall prevail and the latter will be corrected accordingly;
 - (b) **Schedule of Priced Activities:** where there are errors between the total of the amounts given under the column for the Activity Price and the amount given under the total price of Activities, the former shall prevail and the latter will be corrected accordingly;
 - (c) where there are errors between the total of the amounts in the Schedule of **Priced Sub-activities** and the corresponding amount in the Schedule of **Priced Activities**, the former shall prevail and the latter will be corrected accordingly;
 - (d) **Grand Summary:** where there are errors between the total price of Activities in the Schedule of **Priced Activities** and the amount given in **Grand Summary**, the former shall prevail and the latter will be corrected accordingly; and
 - (e) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) to (d) above.
- 37.2 A Proposer shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with **ITP 37.1** shall result in the rejection of the Proposal.
- 38. Conversion to Single Currency**
- 38.1 For evaluation and comparison purposes, the currency (ies) of the Proposal shall be converted into a single currency as specified **in the PDS**.
- 39. Margin of Preference**
- 39.1 Unless otherwise specified **in the PDS**, a margin of preference for domestic Proposers shall not apply.
- 40. Evaluation Process Financial Parts**
- 40.1 To evaluate each Proposal's Financial Part, the Employer shall consider the following:
- (a) the Proposal price, excluding provisional sums and the provision, if any, for contingencies in the Schedule of Priced Activities, but including Daywork items, where priced competitively;
 - (b) price adjustment for correction of arithmetic errors in accordance with **ITP 37.1**;
 - (c) price adjustment due to discounts offered in accordance with **ITP 15.7**;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITP 36.1**;

- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITP 38.1**; and
 - (f) any additional evaluation factors indicated **in the PDS** and detailed in Section III, Evaluation and Qualification Criteria.
- 40.2 If price adjustment is allowed in accordance with ITP 15.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Proposal evaluation.
- 40.3 If this RFP allows Proposers to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Proposal using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot, or slice shall not be considered for proposal evaluation.**
- 41. **Abnormally Low Proposals**
 - 41.1 An Abnormally Low Proposal is one where the Proposal price, in combination with other elements of the Proposal, appears so low that it raises material concerns as to the capability of the Proposer to perform the Contract for the offered Proposal Price.
 - 41.2 In the event of identification of a potentially Abnormally Low Proposal, the Employer shall seek written clarifications from the Proposer, including detailed price analyses of its Proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFP Document.
 - 41.3 After evaluation of the price analyses, in the event that the Employer determines that the Proposer has failed to demonstrate its capability to perform the Contract for the offered Proposal Price, the Employer shall reject the Proposal.
- 42. **Unbalanced or Front Loaded Proposals**
 - 42.1 If the Proposal that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Proposer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of the Works, proposed methodology, schedule and any other requirements of the RFP Document.
 - 42.2 After the evaluation of the information and detailed price analyses presented by the Proposer, the Employer may:
 - (a) accept the Proposal, or
 - (b) if appropriate, require that the total amount of the Performance Security be increased, at the expense of the Proposer, to a level not exceeding twenty percent (20%) of the Contract Price; or
 - (c) reject the Proposal.

J. EVALUATION OF COMBINED TECHNICAL AND FINANCIAL PART

- 43. Evaluation of Combined Technical and Financial Proposals** 43.1 The Employer’s evaluation of responsive Proposals will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the PDS**. The Employer will rank the proposals based on the evaluated proposal score (B).
- 44. Best and Final Offer (BAFO)** 44.1 After completion of the combined technical and financial evaluation of proposals, if **specified in the PDS**, the Employer may invite those Proposers to submit their BAFOs. The procedure for submitting BAFOs will be **specified in the PDS**. BAFO is a final opportunity for Proposers to improve their Proposals without changing the specified business function and performance requirements in accordance with the RFP Document. Proposers are not obliged to submit a BAFO. Where BAFO is used there will be no negotiation after BAFO.
- 44.2 BAFO will apply a two envelope procurement process. The submission of BAFOs, opening of the Technical Parts and Financial Parts and the evaluation of Proposals will follow the procedures described for the Technical, Financial and Combined evaluation above, as appropriate.
- 45. Most Advantageous Proposal (MAP)** 45.1 The Most Advantageous Proposal is the Proposal of the Proposer that meets the Qualification Criteria, and whose Proposal has been determined to be:
- (a) substantially responsive to the RFP; and
 - (b) the best evaluated Proposal i.e. the highest scoring Proposal, in the combined technical and financial evaluation.
- 46. Negotiations** 46.1 If specified **in the PDS**, the Employer may conduct negotiations following the evaluation of Proposals and before the final contract award. The procedure of the negotiations will be **specified in the PDS**.
- 46.2 Negotiations shall be held in the presence of Probity Assurance Provider appointed by the Employer.
- 46.3 Negotiations may address any aspect of the contract so long as they do not change the specified business function and performance requirements.
- 46.4 The Employer may negotiate first with the Proposer that has the Most Advantageous Proposal. If the negotiations are unsuccessful the Employer may negotiate with the Proposer that has the next best Most Advantageous Proposal, and so on down the list until a successful negotiated outcome is achieved.
- 47. Employer’s Right to Accept Any** 47.1 The Employer reserves the right to accept or reject any Proposal, and to annul the RFP process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to Proposers. In

- | | |
|---|--|
| Proposal, and to Reject Any or All Proposals | case of annulment, all Proposals submitted and specifically, Proposal securities shall be promptly returned to the Proposers. |
| 48. Standstill Period | 48.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITP 52 . The Standstill Period commences the day after the date the Employer has transmitted to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply. |
| 49. Notification of Intention to Award | <p>49.1 The Employer shall send to each Proposer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Proposer. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) the name and address of the Proposer submitting the successful Proposal; (b) the Contract price of the successful Proposal; (c) the total combined score of the successful Proposal; (d) the names of all Proposers who submitted Proposals, and their Proposal prices as readout and as evaluated prices and technical score; (e) a statement of the reason(s) the Proposal (of the unsuccessful Proposer to whom the notice is addressed) was unsuccessful; (f) the expiry date of the Standstill Period; and (g) instructions on how to request a debriefing or submit a complaint during the standstill period; |

K. AWARD OF CONTRACT

- | | |
|----------------------------------|--|
| 50. Award Criteria | 50.1 Subject to ITP 47.1 , the Employer shall award the Contract to the Proposer with the Most Advantageous Proposal, provided that the Proposer is determined to be eligible and qualified to perform the Contract satisfactorily. |
| 51. Notification of Award | 51.1 Prior to the date of expiry of the Proposal validity, and upon expiry of the Standstill Period, specified in ITP 48.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Proposer, in writing, that its Proposal has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). |

- 51.2 Within ten (10) Business days from the transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Proposers that submitted Proposals, and their Proposal prices as read out at Proposal opening, and as evaluated;
 - (d) name of Proposers whose Proposals were rejected and the reasons for their rejection;
 - (e) the name of the successful Proposer, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Proposer's Beneficial Ownership Disclosure Form, if specified in PDS ITP 53.1.
- 51.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.
- 51.4 Until a formal contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 52. Debriefing by the Employer**
- 52.1 On receipt of the Borrower's Notification of Intention to Award referred to in **ITP 49**, an unsuccessful Proposer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Proposers whose request is received within this deadline.
- 52.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Proposers of the extended standstill period.
- 52.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

- 52.4 Debriefings of unsuccessful Proposers may be done in writing or verbally. The Proposer shall bear their own costs of attending such a debriefing meeting.
- 53. Signing of Contract**
- 53.1 The Employer shall send to the successful Proposer the Letter of Acceptance including the Contract Agreement, and, if specified **in the PDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.
- 53.2 The successful Proposer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 54. Performance Security**
- 54.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Proposer shall furnish the Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, in accordance with the General Conditions, subject to **ITP 42.2 (b)**, using the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the performance security furnished by the successful Proposer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Proposer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 54.2 Failure of the successful Proposer to submit the above-mentioned Performance Security and if required **in the PDS**, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security. In that event the Employer may award the Contract to the next lowest evaluated Proposer whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 55. Procurement Related Complaint**
- 55.1 The procedures for making a Procurement-related Complaint are as specified **in the PDS**.

SECTION II - PROPOSAL DATA SHEET (PDS)

The following specific data for the proposed Works shall complement, supplement, or amend the provisions in the Instructions to Proposers (ITP). Whenever there is a conflict, the provisions herein shall prevail over those in ITP.

| ITP Reference | A. General |
|---------------|--|
| ITP 1.1 | <p>The reference number of the Request for Proposals is: PK-SMTA-334960-CW-RFP</p> <p>The Employer is: Sindh Mass Transit Authority (SMTA)</p> <p>The name of the RFP is: Request For Proposals; Works; Design and Build Procurement of Package - 4: NEW JAM SADIQ BRIDGE (Yellow Corridor Segment 3) Bus Rapid Transit (BRT) “Yellow Line”</p> <p>The number and identification of lots (contracts) comprising this RFP is: One Lot</p> |
| ITP 2.1 | The Borrower is: Islamic Republic of Pakistan |
| ITP 2.1 | <p>Loan or Financing Agreement amount: US\$ 382,000,000/- (United States Three Hundred and Eighty-Two Million Dollars)</p> <p>The name of the Project is: Karachi Mobility Project</p> |
| ITP 4.1 | Maximum number of members in the JV shall be: Three (03) Members |
| ITP 4.5 | A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr . |

| B. RFP Document | |
|------------------------------------|---|
| ITP 7.1 | <p>For <u>Clarification of Proposal purposes</u> only, the Employer's address is:</p> <p>Attention: Project Director (Karachi Mobility Project) Address: Sindh Mass Transit Authority (SMTA), Transport & Mass Transit Department, Government of Sindh, House # D-43, Shahra-e-Ghalib, Block 2 Clifton, City: Karachi ZIP Code: 75600 Country: Islamic Republic of Pakistan Telephone: +92-21-99332208 (Ext 12) Electronic mail address: pd.kmp.ylc@gmail.com</p> <p>Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for submission of Proposals .</p> |
| ITP 7.1 | Web page: https://smta.sindh.gov.pk/tenders |
| ITP 7.4 | <p>A Pre-Proposal meeting will be held: Yes [due to the global pandemic of COVID-19, a Pre-Proposal meeting will be arranged with the limited physical participation (2 members from each proposer/JV). There will be facility available to join the pre-proposal conference virtually and the connection details would be provided 2 days prior to the actual date of the meeting].</p> <p>The meeting will take place at the following date, time and place:</p> <p>The Proposers are requested to submit any questions in writing, to reach the Employer not later than one week before the meeting to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>Date: 21st March 2023</p> <p>Time: 1130 Hours Pakistan Standard Time (PST)</p> <p>Place: SMTA Office; House # D-43; Shahra-e-Ghalib, Block 2; Clifton, Karachi, Pakistan</p> <p>A site visit conducted by the Employer shall be organized.</p> |
| C. Preparation of Proposals | |
| ITP 11.1 | <p>The language of the Proposal is: English</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is in English language.</p> |
| ITP 12.3 (e) | <p>The Proposer shall submit with its Proposal the following additional documents:</p> <p>‘None’.</p> |

| | |
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| ITP 12.2(k) | <p>The Proposer shall submit as part of its Technical Part the following additional documents:</p> <ul style="list-style-type: none"> i. Qualifications: documentary evidence in accordance with ITP 17 using forms in Section IV to establish the Proposer’s qualifications to perform the Contract if its Proposal is accepted. ii. Code of Conduct for Contractor’s Personnel (ES) The Proposer shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-Clause 1.1.16 of the General Conditions), to ensure compliance with the Contractor’s Environmental and Social (ES) obligations under the Contract. The Proposer shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Proposer may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. |
| ITP 14.1 | Alternative Proposals shall not be considered. |
| ITP 15.3 | The prices quoted by the Proposer shall be subject to adjustment during the performance of the Contract. |
| ITP 16.1 | <p>The currency(ies) of the Proposal and the payment currency(ies) shall be in accordance with Alternative A as described below:</p> <p>Alternative A (Proposers to quote entirely in local currency):</p> <ul style="list-style-type: none"> (a) The prices shall be quoted by the Proposer in the Schedules of Priced Activities and Sub-activities entirely in Pakistani Rupee (PKR), and further referred to as “the local currency”. A Proposer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer’s country (referred to as “the foreign currency requirements”) shall indicate in the Appendix to Proposal - “Table C. Summary of Payment Currencies, Section IV-Proposal Forms”, the percentage(s) of the Proposal Price (excluding Provisional Sums), needed by the Proposer for the payment of such foreign currency requirements, limited to no more than three foreign currencies. (b) The rates of exchange to be used by the Proposer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Proposer in the Appendix to Proposal - “Table C. Summary of Payment Currencies, Section IV-Proposal Forms”, and shall apply for all payments under the Contract so that no exchange risk will be borne by the successful Proposer. |
| ITP 17 | <p>The text of ITP 17 is deleted and replaced with the following.</p> <p>17.1 To establish Proposer’s eligibility in accordance with ITP 4, the Proposer shall complete the Letter of Proposal, included in Section IV, Bidding Forms.</p> <p>17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Proposer shall provide the</p> |

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| | <p>information requested in the corresponding information sheets included in Section IV, Forms.</p> <p>17.3 Margin of preference is Not Applicable.</p> |
| ITP 19.1 | <p><i>A Proposal Security shall be required.</i></p> <p>A Proposal-Securing Declaration <i>shall not be</i> required.</p> <p>The amount and currency of the Proposal Security shall be submitted in an amount of <u>200,000,000 Pakistani Rupee (Two Hundred Million Pakistani Rupee) or 875,000 US Dollars (Eight Hundred Seventy Five Thousand US Dollars).</u></p> |
| ITP 19.3 (a) | Unconditional Bank Guarantee issued by a scheduled Bank in Pakistan or from a foreign Bank duly counter guaranteed by a scheduled Bank in Pakistan. |
| ITP 20.1 | The Proposal shall be valid until 30-Aug-2023 |
| ITP 20.3 | The Proposal Price shall be adjusted by the following factor(s): Not Applicable. |
| ITP 21.1 | <p>The written confirmation of authorization to sign on behalf of the Proposer shall consist of:</p> <p>a board resolution or its equivalent, or power of attorney, which should either be:</p> <p>a) notarized, or</p> <p>b) attested by an appropriate authority in the Proposer’s home country, specifying the representative’s authority to sign the proposal on behalf of the proposer.</p> <p>If the proposer is an intended or existing joint venture, such organization should be signed by all the parties and specify the representative’s authority to sign the proposal on behalf of the intended or existing joint venture.</p> <p>If the joint venture has not yet been formed, also include written evidence from all proposed members of joint venture of their intent to enter into a joint venture in the event of a contract award.”</p> |
| D. Submission of Proposals | |
| ITP 22.1(b) | <p>In addition to the original of the Proposal, the number of copies is:</p> <p>i) “three (03) hard copies” and</p> <p>ii) “electronic copy” on USB Memory disk for the Technical and Financial Proposals in separate respective envelopes. In case of discrepancy, the original hard copy shall prevail.</p> |
| ITP 23.1 | <p>For <u>Proposal submission purposes</u> only, the Employer’s address is :</p> <p>Attention: Project Director (Karachi Mobility Project)</p> <p>Street Address: Sindh Mass Transit Authority (SMTA) Transport & Mass Transit Department, Government of Sindh</p> <p>House # D-43, Shahra-e-Ghalib, Block 2, Clifton</p> |

| | |
|-----------------|--|
| | <p>City: Karachi</p> <p>ZIP Code: 75600</p> <p>Country: Islamic Republic of Pakistan</p> <p>The deadline for Proposal submission is:</p> <p>Date: May 02, 2023</p> <p>Time: 1100 Hours Pakistan Standard Time (PST)</p> |
| ITP 23.1 | Proposers shall not have the option of submitting their Proposals electronically. |

| E. Opening of Technical Parts of Proposals | | | |
|--|---|--|----------------------|
| ITP 26.1 | The Proposal opening shall take place at: Street Address: Sindh Mass Transit Authority (SMTA), Transport & Mass Transit Department, Government of Sindh, House # D-43, Shahra-e-Ghalib, Block 2, Clifton City: Karachi Country: Islamic Republic of Pakistan Date: <i>same as the submission deadline indicated in 23.1</i> Time: Immediately after bid submission deadline. | | |
| | G. Evaluation of Technical Parts of Proposals | | |
| | ITP 31.2 | The technical factors (sub-factors) and the corresponding weight out of 100% are: | |
| | | Technical Factor | Weight in percentage |
| | | A. Past Performance | 10% |
| | | a. Similar to the Requirements (a minimum number of 2 similar contracts) – (Refer Section IV – Proposal Forms Form EXP – 4.2(a)) | 5% |
| | | b. Contracts Completed during the past 10 years of value higher than the threshold– (Refer Section IV – Proposal Forms Form EXP – 4.2 a) | 5% |
| | B. Value Addition | 45% | |
| | a. Proposed Technology to meet Employer’s Requirements. | 8% | |
| | b. Creative Aesthetic design. | 8% | |
| | c. Provisions of Structural Health Monitoring (Embedded Sensors/Accelerometers for continous Bridge condition assessment) | 8% | |
| | d. Provisions for Bridge Inspection System (Platform for inspection and minor maintenance works) | 7% | |
| | e. Mechanism for safety and surveillance | 7% | |

| | | |
|--|--|----------------------|
| | <p>(Restricting public accessibility under the bridge through fencing, installation of lights, signage, CCTVs etc.)</p> <p>f. Facility for vulnerable road users (Pedestrians, two wheelers, Bicycle)</p> | 7% |
| | C. Contract/Project Management Capability | 35% |
| | <p>a. Proposed Key Personnel with the specified Organization chart for the Project with supporting documents (Refer Section IV - Proposal Forms Form PER – 1)</p> <ul style="list-style-type: none"> i. Contractor Representative/Project Manager (5%) ii. Design Manager (5%) iii. Health & Safety Specialist (3%) iv. Construction Manager 5% v. Demolition Specialist (3%) vi. Quality Control Manager 4% vii. Senior Bridge Engineer (3%) viii. Senior Planning Engineer (2%) <p>b. Proposed Key Equipment for the Project (Refer Section IV – Proposal Forms - Form PM – 8 EQU)</p> | <p>30%</p> <p>5%</p> |
| | D. Sustainable Procurement ((Refer Section IV – Proposal Forms, Form PM-11) | 10% |
| | a. Proposed sustainable procurement practice on the project, and | 5% |
| | b. Track record of delivering sustainable procurement outcomes. | 5% |
| <p>A. Past Performance</p> <p>1. Number of similar contracts (Submission Requirement: Form EXP 4.2)</p> <p>Number of satisfactorily and substantially completed Works contracts that exceed the number specified in Table 1, Sub-Factor 4.2(x=2 contracts) that are:</p> <p>1. Similar to the Requirements (Reference Table 1, 4.2 a); and</p> | | |

Scoring methodology:

| | | | | | |
|---|--------------------|-----------------|-----------------|-----------------|---------------|
| Number of contracts Number of satisfactorily and substantially completed similar contracts. | [>= x+4 contracts] | [x+3 contracts] | [x+2 contracts] | [x+1 contracts] | [x contracts] |
| Weighting | [100] | [70] | [40] | [10] | [0] |

2. Contracts completed during the past 10 years of value higher than the threshold.

| | | | | | |
|---|--|--|---|---|---|
| Number of contracts Number of satisfactorily and substantially completed contracts. | [>= x+3 contracts] of more than US\$ 100 Million | [x+3 contracts] Between US\$ 100 Million and US\$ 75 Million | [x+2 contracts] Between US\$ 75 Million and US\$ 60 Million | [x+1 contracts] Between US\$ 60 Million and US\$ 47 Million | [x contracts] Less than US\$ 47 Million |
| Weighting | [100] | [70] | [40] | [10] | [0] |
| | | | | | |

Note: In case of JV, all members combined will be evaluated.

B. Value Addition (Submission Requirement: Section IV- Form PM – 10 Value Addition)

Scoring Methodology

| | | | | |
|--|-----------|---------|--------------|------|
| Key areas: Extent of meeting and exceeding the criteria for value addition | Very Good | Good | Satisfactory | Poor |
| Initial score | [67-100] | [34-66] | [1-33] | [0] |

Note: In case of JV, the information shared by the JV will be evaluated.

- i. **Poor:** shall be if the Proposer did not submit any proposals related to the aforementioned aspects for the Value Addition criterion or the submitted proposals do not meet the Employer's requirements and it is obvious that there is no added value,
- ii. **Satisfactory:** will be if the Proposer met the minimum expected level of details pertaining to the aforementioned aspects for the Value Addition criterion,
- iii. **Good:** will be if the Proposer provided sufficient level of details pertaining to the aforementioned aspects for the Value Addition criterion which will entail good added value to the project,
- iv. **Very Good:** will be if the Proposer provided impressive level of details pertaining to the aforementioned aspects for the Value Addition criterion which will entail remarkably significant added value.

C. Contract /Project Management Capability

1. Proposed Key Personnel (Submission Requirement: Section IV-Proposal Forms- Form PER1 and PER-2)

The percentage distribution of weightage earmarked for evaluation sub-criteria for suitability of Key Personnel are:

| Sr. No | Description/ Items | Percentage |
|--------|---|------------|
| 1. | Academic and General Qualifications | 30% |
| 2. | Professional experience related to the Project | 60% |
| 3. | Relevant experience in the region (South Asia, Pakistan, Sindh) | 10% |

2. Proposed Key Equipment (Submission Requirement: Section IV – Proposal Forms - Form PM – 8 EQU)

Scoring methodology:

| Key areas: Extent of Key Equipment Listed | Very Good | Good | Satisfactory | Poor |
|---|-----------|---------|--------------|------|
| Initial score | [67-100] | [34-66] | [1-33] | [0] |

- v. **Poor:** shall be if the Proposer hasn't met the require Minimum Capacity and Minimum Number required Key Equipment,
- vi. **Satisfactory:** will be if the Proposer met the require Minimum Capacity and Minimum Number required Key Equipment,
- vii. **Good:** who could add/propose additional Key Equipment,
- viii. **Very Good:** who could add/propose additional Key Equipment with additional Capacity and could prove a merit of its importance/necessity for achievement of the Project's Works based on examples from his past experience.

Note: In case of JV, the information shared by the JV will be evaluated.

D. Sustainable Procurement

Sustainable procurement (to be specified by the Employer) practices in the following key areas:

1. Proposed Sustainable procurement practice on the project (Submission Requirement: Section IV – Proposal Forms, Form PM-11)

Scoring methodology:

| Key aspects: [Number and extent of key areas demonstrated.] | Very Good | Good | Satisfactory | Poor |
|---|-----------|--------|--------------|------|
| Initial score | [51-100] | [1-50] | [0] | |

2. Track record of delivering sustainable procurement outcomes (Submission Requirement: Section IV-Proposal Forms, Form PM-11)

| Key aspects: [Number and extent of key areas demonstrated.] | Very Good | Good | Satisfactory | Poor |
|---|-----------|--------|--------------|------|
| Initial score | [51-100] | [1-50] | [0] | |

Note: In case of JV, at least one member will be evaluated.

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| ITP 32.1 | <p>ITP32.1 is replaced with the following wording:</p> <p>The Employer shall determine to its satisfaction whether the eligible Proposers that submitted the substantially responsive proposals meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria. The determination shall be based upon an examination of the documentary evidence of the Proposers' qualifications submitted by the Proposers, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Proposers' subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the Request for Proposals), or any other firm(s) different from the Proposer.</p> |
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| H. Opening of Financial Parts | |
|--------------------------------------|--|
| ITP 34.1 | The Letter of Proposal and Price Schedules shall be initialed by at least three (03) representatives of the Employer conducting Proposal opening. |

| I. Evaluation of Financial Part | |
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| ITP 38.1 | <p>The currency that shall be used for Proposal evaluation and comparison purposes to convert, at the selling exchange rate, all Proposal prices expressed in various currencies into a single currency is: Pakistani Rupee (PKR)</p> <p>The source of exchange rate shall be: State Bank of Pakistan</p> <p>The date for the exchange rate shall be the deadline for submission of Proposals as specified in ITP 23, unless otherwise specified by the Employer.</p> <p>The currency(ies) of the Proposal shall be converted into a single currency in accordance with the procedure under Alternative A that follows:</p> <p><i>Alternative A: Proposers quote entirely in local currency</i></p> <p>For comparison of Proposals, the Proposal Price, corrected pursuant to ITP 37.1, shall first be broken down into the respective amounts payable in various currencies by using the selling exchange rates specified by the Proposer in accordance with ITP 16.1.</p> <p>In the second step, the Employer will convert the amounts in various currencies in which the Proposal Price is payable (excluding Provisional Sums but including Daywork where priced competitively) to the single currency identified above at the selling rates established for similar transactions by the authority specified and on the date stipulated above.</p> |
| ITP 39.1 | A margin of domestic preference shall not apply |

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| ITP 40.1 (f) | The adjustments shall be determined using the following criteria as detailed in Section III: (a) Deviation in Time Schedule: Not allowed.; (b) Life cycle costs: Not applicable |
| J. Evaluation of Combined Technical and Financial Part | |
| ITP 43.1 | The weight to be given for cost is: 80% for Financial Part. Whereas 20% for Technical Part |
| ITP 44.1 | BAFO does not apply |
| ITP 46.1 | Negotiation does not apply |
| K. Award of Contract | |
| ITP 53.1 | The successful Proposer shall submit the Beneficial Ownership Disclosure Form. |
| ITP 54.1 | <i>The Performance Security of 10% of the Accepted Contract Amount shall be in the form of Bank guarantee from a scheduled Bank in Pakistan or from foreign Bank duly counter guaranteed by a scheduled Bank in Pakistan.</i> The Environment and Social Performance Security is not required. |
| ITP 54.2 | The Environment and Social Performance Security is not required. |
| ITP 55.1 | <p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers</u> (Annex III).” If a Proposer wishes to make a Procurement-related Complaint, the Proposer shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Secretary (Transport & Mass Transit Department – Government of Sindh)</p> <p>Employer: Sindh Mass Transit Authority, Transport & Mass Transit Department, Government of Sindh</p> <p>Email address: <u>secretarytransportsindh@gmail.com</u></p> <p>Telephone number: +92-21-99211017</p> |

| | |
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| | <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this RFP document;2. the Employer’s decision to exclude a Proposer from the procurement process prior to the award of contract; and3. the Employer’s decision to award the contract. |
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SECTION III. EVALUATION AND QUALIFICATION CRITERIA

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Table 1 – Qualification Criteria and Requirements

Only proposals that are substantially responsive to the qualification criteria and requirements in Table 1 are to be assessed against Table 2, Rated Criteria and Requirements.

A. Technical Part

1.1 Qualification

1. Eligibility

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|---|---|----------------------------|----------------------------|-----------------------|------------|---|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| 1.1 | Nationality | Nationality in accordance with ITP 4.4 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2 | Conflict of Interest | No conflicts of interest in accordance with ITP 4.2 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Proposal |
| 1.3 | Bank Eligibility | Not having been declared ineligible by the Bank, as described in ITP 4.5 and 5.1 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Proposal |
| 1.4 | United Nations resolution or Borrower's country law | Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Proposer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITP 5.1 and Section V. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Forms ELI – 1.1 and 1.2, with attachments |

2. Historical Contract Non-Performance

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|---|---|------------------------------------|----------------------------|------------------------------------|------------|-------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| 2.1 | History of Non-Performing Contracts | Non-performance of a contract ¹ did not occur as a result of contractor's default since 1 st January 2013. | Must meet requirement ¹ | Must meet requirements | Must meet requirement ² | N/A | Form CON-2 |
| 2.2 | Suspension Based on Execution of Bid or Proposal Securing Declaration by the Employer | Not under suspension based on execution of Bid or Proposal Securing Declaration pursuant to ITP 4.7. | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Letter of Proposal |
| 2.3 | Pending Litigation | Proposer's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Proposer | Must meet requirement | N/A | Must meet requirement | N/A | Form CON – 2 |

¹ Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Proposer have been exhausted.

² This requirement also applies to contracts executed by the Proposer as JV member.

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|--|--|---|----------------------------|--|------------|---------------------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| 2.4 | Litigation History | No consistent history of court/arbitral award decisions against the Proposer ³ since 1 st January 2013 | Must meet requirement | Must meet requirement | Must meet requirement | N/A | Form CON – 2 |
| 2.5 | Declaration: Environmental and Social (ES) past performance | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including Sexual Exploitation and Abuse) contractual obligations in the past five years. ⁴ | Must make the declaration. Where there is Specialized Sub-contractor/s such Specialized Sub-contractor/s must make the declaration. | N/A | Each must make the declaration. Where there is Specialized Sub-contractor/s such Specialized Sub-contractor/s must make the declaration. | N/A | Form CON-3 ES Performance Declaration |

³ The Proposer shall provide accurate information on the related Proposal Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of awards against the Proposer or any member of a joint venture may result in rejection of the Proposal.

⁴ The Employer may use this information to seek further information or clarifications during the request for proposal stage and the associated due diligence.

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|--|---|--|----------------------------|---|------------|--------------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| 2.6 | Bank's SEA and/or SH Disqualification | <p>(a) At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p>(b) If the Proposer had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Proposer shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment for another Bank financed works contract</p> | Must meet requirement (including each subcontractor) | N/A | Must meet requirement (including each subcontractor proposed by the Proposer) | N/A | Letter of Proposal, Form CON-4 |

3. Financial Situation and Performance

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|------------------------|--|----------------------------|----------------------------|-----------------------|------------|----------------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| 3.1 | Financial Capabilities | (i) The Proposer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the cash flow requirements estimated as US \$ 6.5 Million <i>[US Dollars Six Million Five Hundred Thousand]</i> for the subject contract(s) net of the Proposer's other commitments. | Must meet requirement | Must meet requirement | N/A | N/A | Form FIN – 3.1, with attachments |
| | | (ii) The Proposer shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments. | Must meet requirement | Must meet requirement | N/A | N/A | |
| | | (iii) The audited balance sheets or, if not required by the laws of the Proposer's country, other financial statements acceptable to the Employer, for the last 5 years shall be submitted and must demonstrate the current soundness of the Proposer's financial position and indicate its prospective long-term profitability. | Must meet requirement | N/A | Must meet requirement | N/A | |

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|-------------------------|---|----------------------------|----------------------------|---|---|-------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| 3.2 | Average Annual Turnover | Minimum average annual construction turnover of US\$ 40 Million calculated as total certified payments received for contracts in progress and/or completed within the last five (05) years, | Must meet requirement | Must meet requirement | Must meet 25 %, <i>(twenty five percent)</i> of the requirement with the exception of a design firm if a design firm is one of the JV members | Must meet 40 %, <i>(forty percent)</i> of the requirement | Form FIN – 3.2 |

4. Experience

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|---------------------|---|----------------------------|------------------------------------|-----------------------|------------|-------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| 4.1 | General Experience | Experience under construction contracts in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last ten (10) years, starting 1 st March 1 st , 2013 | Must meet requirement | N/A | Must meet requirement | N/A | Form EXP – 4.1 |
| 4.2 (a) | Specific Experience | <p><i>A minimum number of two (02) similar contracts specified below that have been satisfactorily and substantially⁵ completed as a prime contractor, joint venture member⁶, management contractor or subcontractor between March 1st, 2013 and Proposal submission deadline:</i></p> <p><i>(i) 2 or more contracts, each of minimum value US\$ 47 Million, or</i></p> <p><i>(ii) less than 2 contracts, total value of contract equal or more than US \$ 94 Million.</i></p> | Must meet requirement | Must meet requirement ⁹ | N/A | N/A | Form EXP 4.2 |

⁵ Substantial completion shall be based on 80% or more of the contract completed.

⁶ For contracts under which the Proposer participated as a joint venture member or sub-contractor, only the Proposer's role and responsibilities shall be considered to meet this requirement.

⁹ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by a member contributing to meeting the requirement shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by members, each of value equal or more than the minimum value required, shall be aggregated.

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|---------|--|----------------------------|----------------------------|-------------|------------|-------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| | | <p>(iii) under the contracts required above or others, bidders shall meet the following minimum key requirements for specific experience</p> <ul style="list-style-type: none"> • Geotechnical works within live river or water stream. • Bridges works with large and multiple structure spans (more than 10 spans), over live river or water stream. • Road works over bridges/structure works, and traffic diversion. • Electrical works on Bridge • Utilities works, including built new network or divert of existing ones to be supported on the bridge structure or buried in the river bed. <p>(iv) A minimum design experience, using the above or other contracts, for the following key activities:</p> <ul style="list-style-type: none"> • Geotechnical works • Bridges works, • Roadworks, | | | | | |

| Criteria | | | Single Entity Requirements | Joint Venture Requirements | | | Documentation |
|----------|--|---|----------------------------|----------------------------|-------------|------------|-------------------------|
| No. | Subject | Requirement | | All Members Combined | Each Member | One Member | Submission Requirements |
| | | <ul style="list-style-type: none"> • <i>Electrical works,</i> • <i>Utilities' works</i> <p><i>Note: The specific experience requirements under para 4.2(a)(iii) and 4.2(a)(iv) above may be met by specialized sub contractor.</i></p> | | | | | |
| 4.2 (b) | Specific Experience in managing ES aspects | For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2013 and Proposal submission deadline, experience in managing ES risks and impacts in the following aspects: (i) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (ii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract. | Must meet requirement | Must meet requirement | N/A | N/A | Form EXP – 4.2 (b) |

1.2 Financial Resources

Using the relevant Form Nos. FIN 3.2 and FIN 3.3 in Section IV, Proposal Forms, the Proposer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, average annual turnover, total assests, total liabilities (less equity), current assets, current liabilities, Working Capital (WC), net profit (profit before tax) and other financial means, other than any contractual advance payments to meet requirements stipulated in para 3.1.

1.3 Contractor's executed projects and ongoing projects

The Proposer shall provide information on General Experience and Specific Experience in the relevant Forms 4.1 and 4.2 of Section IV, Proposal Forms. The proposer shall provide a detailed list of their executed projects during the past 10 (ten years) based on information required in forms alongwith supporting documents.

Additionally, the same shall be provided for the current works in hand including the percentage of the uncompleted works.

1.4 Contractor's Representative and Key Personnel

The Proposer must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Employer's Requirements.

The Proposer shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Proposer considers appropriate, together with their academic qualifications and work experience. The Proposer shall complete the relevant Forms in Section IV, Proposal Forms.

The Proposer shall provide details of the qualifications of the proposed designers or design sub-consultants whom should be experienced, competent, engineers and specialized in works of the particular type and magnitude of the Project.

| Item No. | Position/ specialization | Relevant academic qualifications | Minimum years of relevant work experience |
|---------------------------------|---|--|--|
| 1 | Contractor's Representative/Project Manager | Shall be a qualified Civil Engineer, preferably with master's degree in civil engineering or relevant subject (professional qualification recognized internationally); . | having At-least 15 years of professional experience in design and construction supervision of infrastructure projects in the capacity of senior resident engineer leading the teams on infrastructure projects of similar nature, scale and complexity |
| Key Personnel for Design | | | |

| Item No. | Position/ specialization | Relevant academic qualifications | Minimum years of relevant work experience |
|---------------------------------------|---------------------------------|--|---|
| 2. | <i>Design Manager</i> | <i>Shall be a qualified Civil Engineer, preferably with master's degree in civil/structural engineering or relevant subject (professional qualification recognized internationally). Advanced certifications and knowledge in Seismic Analysis and Structural Dynamics, Structural Integrity and Maintenance, Failure Analysis will be an added advantage;</i> | <i>Minimum 20 years of professional experience in structural design and bridge construction, out of which at least fifteen (15) years in concrete bridge and viaduct/underpasses designs.</i> |
| Key Personnel for Construction | | | |
| 3. | <i>Construction Manager</i> | <i>Shall be a qualified Civil Engineer (professional qualification recognized internationally);</i> | <i>having Minimum 20 years of relevant experience.</i> |
| 4. | <i>Quality Control Manager</i> | <i>Shall be a qualified Civil Engineer (professional qualification recognized internationally);</i> | <i>having Minimum 20 years of relevant experience</i> |
| 5. | <i>Senior Bridge Engineer</i> | <i>Shall be a qualified Civil Engineer, preferably with master's degree in civil/structural engineering or relevant subject (professional qualification recognized internationally).</i> | <i>Minimum 15 years of relevant experience.</i> |
| 6. | <i>Senior Planning Engineer</i> | <i>Shall be a qualified Engineer, preferably with master's degree in construction management or relevant subject (professional qualification recognized internationally)</i> | <i>Minimum 15 years of relevant experience.</i> |

1.5 Equipment

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program.

The Proposer shall provide details in the relevant Form in Section IV.

| No. | Equipment Type and Characteristics | Minimum Capacity | Minimum Number required |
|-----|------------------------------------|------------------|-------------------------|
| 1 | Bulldozer D8 with Ripper | 150kW | 1 |
| 2 | Motor Grader | 150kW | 1 |

| | | | |
|----|-------------------------------|-------------------------|---|
| 3 | Excavator | 130kW/1.5m ³ | 2 |
| 4 | Smooth Drum Vibrating Roller | 260kN/m/ 25Hz | 1 |
| 5 | Concrete Pump | | 2 |
| 6 | Water Bowser | 20,000lts | 1 |
| 7 | Back Hoe Excavator | 0.5m ³ | 1 |
| 8 | Wheel Loader | 3.0m ³ | 1 |
| 9 | Steel Wheel Roller | 10.0t | 1 |
| 10 | Tipping Truck | 15.0m ³ | 5 |
| 11 | Concrete Truck Mixer | 8.0m ³ | 4 |
| 12 | Concrete Vibrator | | 3 |
| 13 | Mobile Crane | 25 tons | 1 |
| 14 | Truck Mounted Crane | (5-10t) | 1 |
| 15 | Air Compressor | 9.3m ³ | 1 |
| 16 | Diesel Generator | 500kW | 2 |
| 17 | Diesel Tank | 10,000 lts | 2 |
| 18 | Flatbed Truck | >10.0 tons | 1 |
| 19 | Water Pumps | 50mm | 2 |
| 20 | Reinforcement Cutting Machine | Set | 2 |
| 21 | Reinforcement Bending Machine | Set | 2 |
| 22 | Pneumatic Roller | 26 tons | 2 |
| 23 | Bitumen Distributor | 12,000 lt | 3 |
| 24 | Power Broom | | 2 |
| 25 | Low Loader | | 2 |
| 26 | Road Marking Machine | | 1 |

1.6 Subcontractors

The Proposer shall state in the relevant Form in Section IV, the principal (specialized) Subcontractors and/or manufacturers or design sub-consultants that he intends to propose for the Works.

The proposed Sub Contractor for any of the works by Proposer shall meet the respective qualification requirements stipulated against Para 4.2a(ii) and (iii).

2. Evaluation of Technical Part (ITP 31)

The technical factors, and sub factors if any, to be evaluated and the scores to be given to each technical factor and sub factors are specified **in the PDS ITP 31.2.**

TECHINICAL PROPOSAL SCORING METHODOLOGY

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub- factors in the same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^k t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub- factor “i” in factor “j”

w_{ji} = the weight of sub- factor “i” in factor “j”,

k = the number of scored sub-factors in factor “j”

$$\text{and } \sum_{i=1}^k w_{ji} = 1$$

- (f) The Factor Technical Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^n S_j * W_j$$

where:

S_j = the Factor Technical Score of factor “j”

W_j = the weight of factor “j” as specified **in the PDS ITP 31.2**

n = the number of Factors

$$\text{and } \sum_{j=1}^n W_j = 1$$

B. Financial Part

1. Margin of Preference (Not Applicable)

2. Evaluation of Financial Part (ITP 40.1(f))

The following factors and methods will apply:

(a) Time Schedule

Time for completion of the Works from the Commencement Date shall be as specified in the Particular Conditions Part A-Contract Data Sub-clause 1.1.86.

(b) Life Cycle Costs

Not Applicable

(c) Specific additional criteria

Not Applicable

(d) Multiple Contracts (ITP 40.3)

Not Applicable

(e) Specific additional criteria

Not Applicable

C. Combined Evaluation

The Employer will evaluate and compare the Proposals that have been determined to be substantially responsive.

An Evaluated Proposal Score (B) will be calculated for each responsive Proposal using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Proposal:

$$B = \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

where

C = Evaluated Proposal Cost

C_{low} = the lowest of all Evaluated Proposal Cost among responsive Proposals

T = the total Technical Score awarded to the Proposal

T_{high} = the Technical Score achieved by the Proposal that was scored best among all responsive Proposals

X = weight for Cost as specified **in the PDS ITP Clause 43.1**

The Proposal with the best evaluated Proposal Score (B) among responsive Proposals shall be the Most Advantageous Proposal provided the Proposer is qualified to perform the Contract.

SECTION IV - PROPOSAL FORMS

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Proposal Forms

Letter of Proposal - Technical Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the first envelope “TECHNICAL PART”.

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

RFP No.: *[insert number of RFP process]*

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To:

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit our Proposal, in two parts, namely:

- (a) the Technical Part, and
- (b) The Financial Part.

Having examined the RFP Documents, including any Addenda issued in accordance **with ITP 8**, we, the undersigned, offer to execute the Works to _____, in full conformity with the said RFP Documents, and any Addenda.

We undertake, if our Proposal is accepted, to commence the Works and achieve Completion within the respective times stated in the RFP Documents.

We hereby certify that we, including any subcontractors for any part of the contract, meet the eligibility requirements and have no conflict of interest in accordance with **ITP 4**.

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): *[select the appropriate option from (i) to (v) below and delete the others].*

We *[where JV, insert: “including any of our JV members”]*, and any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/SH obligations.]*

- (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
- (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (iv) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]
- (v) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITP 4.6];*

Potential DAAB Members: We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

| Name | Address |
|---------|---------|
| 1. | |
| 2. | |
| 3. | |

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Technical Part) and enclosures, until [insert day, month and year in accordance with PDS 20.1], and it shall remain binding upon us and may be accepted by you at any time on or before this date.

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
****** *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month], [insert year]*

*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

**: Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Letter of Proposal - Financial Part

INSTRUCTIONS TO PROPOSERS

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

Place this Letter of Proposal in the second envelope “FINANCIAL PART”.

The Proposer must prepare the Letter of Proposal on stationery with its letterhead clearly showing the Proposer’s complete name and business address.

Note: All italicized text in black font is to help Proposers in preparing this form and Proposers shall delete it from the final document.

Date of this Proposal submission: *[insert date (as day, month and year) of Proposal submission]*

RFP No.: *[insert number of RFP process]*

Request for Proposal No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To:

Dear Sir or Madam:

We, the undersigned Proposer, hereby submit the second part of our Proposal, the Financial Part

Having examined the RFP Documents, the Addenda issued in accordance with **ITP 8**, we, the undersigned, offer to _____, in full conformity with the said RFP Documents, and any Addenda for the total Proposal Price, excluding any discounts offered as follows:

Option 1, in case of one lot: Total price: *[insert the total price of the Proposal in words and figures, indicating the various amounts and the respective currencies];*

The discounts offered and the methodology for their application is:

- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

If our Proposal is accepted, we undertake to provide an advance payment security and a performance security, in the forms, in the amounts, and within the times specified in the RFP Documents.

We agree to abide by this Proposal, which, in accordance with **ITP 12** and **ITP 13**, consists of this letter (Letter of Proposal – Financial part) and the enclosures listed below, until [insert day, month and year in accordance with PDS 20.1], and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Commissions, gratuities and fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the RFP process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| | | | |
| | | | |
| | | | |
| | | | |

(If none has been paid or is to be paid, indicate “none.”)

Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us.

Name of the Proposer: **[insert complete name of the Proposer]*

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
****** *[insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*: In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer.

** : Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

ENCLOSURE(S):

Proposal Submission Checklist

The order and arrangement of the Proposal Documents shall be as per following checklist in accordance with ITP 12:

| Sr. No | Description | Reference | Check Box |
|---|---|---|------------|
| A-The Technical Part submitted by the Proposer shall comprise the following: | | | ✓/✗ |
| 1 | Letter of Proposal - Technical Part | ITP 13 | |
| 2 | Security: Proposal Security | ITP 19.1 | |
| 3 | Proposer Information Sheet (Duly completed form) with all attachments | Form ELI-1.1 (ITP-4.1, 4.4 & 4.6) | |
| 4 | Proposer's Joint Venture Information Sheet, if applicable, (Duly completed form) with all attachments | Form ELI-1.2 (ITP-4.4 & 4.6) | |
| 5 | Historical Contract Non-Performance, Pending Litigation and Litigation History | Form CON-2, QLC 2.1, 2.3 & 2.4 | |
| 6 | ES Performance Declaration | Form CON-3, QLC 2.5 | |
| 7 | Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration | Form CON-4, QLC 2.6 | |
| 8 | Average Annual Construction Turnover | Form FIN-3.2 & QLC 3.2 | |
| 9 | Financial Situation and Performance: Historical Financial Performance with Financial Statements, Financial Resources with evidence | Form FIN-3.1 & QLC 3.1 | |
| 10 | Financial Disclosure: The Proposer shall furnish in the Letter of Proposal information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Proposal | Letter of Proposal - Financial Part ITP 12.3 d | |
| 11 | General Construction Experience | Form EXP - 4.1, QLC 4.1 | |
| 12 | Specific Experience of the Proposer with documentary evidence certificates from the Employer | Form EXP-4.2(a) & QLC 4.2 (a) & ITP 18 | |
| 13 | Experience of the Proposer in key activities with documentary evidence certificates from the Employer | Form EXP-4.2(b) & QLC 4.2(b) & ITP 18 | |

| Sr. No | Description | Reference | Check Box |
|--------|---|--|-----------|
| 14 | Organization Chart, List of Board of Directors and Beneficial Ownership | ITP 18 | |
| 15 | List of National and International Clients | ITP 18 | |
| 16 | Submission of Proposal: 1 original, 3 copies and 1 soft copy | As per Section 2, ITP 22.1(b) | |
| 17 | Written confirmation authorizing the signatory of the Proposal to commit the Proposer | ITP 12.2 d | |
| 18 | documentary evidence that the Proposer continues to be eligible and qualified to perform the contract if its Proposal is accepted | ITP 12.2 e | |
| 19 | Method statement, equipment, personnel, and any other information | Section IV, Proposal Forms | |
| 20 | Documentary evidence that the Works offered by the Proposer conform to the RFP Document | ITP 18 | |
| 21 | Details of any departures in their Technical Part from the RFP documents | ITP 12.2 h | |
| 22 | In the case of a Technical Part submitted by a JV, JV agreement, or letter of intent to enter into a JV including a draft agreement, indicating at least the parts of the Works to be executed by the respective partners | ITP 12.2 i Form ELI -1.2 | |
| 23 | list of Proposed Subcontractors for Major Activities/Sub-Activities | ITP 18.3 Section IV, Proposal Forms | |
| 24 | any other document required in the PDS. | | |

| B-The Financial Part submitted by the Proposer shall comprise the following: | | | ✓/✗ |
|---|--|-------------------|-----|
| 1 | Letter of Proposal - Financial Part | ITP 13.1 | |
| 2 | Price Schedules | ITP 15 and ITP 16 | |
| 3 | Other: any other document required in the PDS. | | |

Qualification Forms

Form ELI -1.1 Proposer Information Form

Date: *[insert day, month, year]*

ISD No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

| |
|--|
| Proposer's name <i>[insert full name]</i> |
| In case of Joint Venture (JV), name of each member: <i>[insert full name of each member in JV]</i> |
| Proposer's actual or intended country of registration: <i>[indicate country of Constitution]</i> |
| Proposer's actual or intended year of incorporation: <i>[indicate year of Constitution]</i> |
| Proposer's legal address [in country of registration]: <i>[insert street/ number/ town or city/ country]</i> |
| Proposer's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i> |
| 1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITP 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITP 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITP 4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Proposer is not under supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form ELI -1.2

Proposer 's JV Information Form

[The following form is additional to Form ELI – 1.1., and shall be completed to provide information relating to each JV member (in case the Proposer is a JV) as well as any Specialized Subcontractor proposed to be used by the Proposer for any part of the Contract resulting from this Initial Selection]

Date: *[insert day, month, year]*

ISD No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

| |
|---|
| Proposer name: <i>[insert full name]</i> |
| Proposer 's JV Member's name: <i>[insert full name of Proposer 's JV Member]</i> |
| Proposer's JV Member's country of registration: <i>[indicate country of registration]</i> |
| Proposer JV Member's year of constitution: <i>[indicate year of constitution]</i> |
| Proposer JV Member's legal address in country of constitution: <i>[insert street/ number/ town or city/ country]</i> |
| Proposer JV Member's authorized representative information Name: <i>[insert full name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i> |
| 1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITP 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and they are not under the supervision of the Employer, in accordance with ITP 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

[The following table shall be filled in for the Proposer and for each member of a Joint Venture]

Proposer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's Name: *[insert full name]*
ISD No. and title: *[insert ISD number and title]*
Page *[insert page number]* of *[insert total number]* pages

| Non-Performed Contracts in accordance with Section III, Table 1 Qualification Criteria, and Requirements | | | |
|---|---------------------------------------|--|--|
| <input type="checkbox"/> Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, – Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.1. <input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, – Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.1. | | | |
| Year | Non-performed portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and US\$ equivalent) |
| <i>[insert year]</i> | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i> |
| Pending Litigation, in accordance with Section III, Table 1 Qualification Criteria, and Requirements | | | |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.3. <input type="checkbox"/> Pending litigation in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.3 as indicated below. | | | |

| Year of dispute | Amount in dispute (currency) | Contract Identification | Total Contract Amount (currency), USD Equivalent (exchange rate) |
|--|---|--|---|
| <i>[insert year]</i> | <i>[insert amount]</i> | Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Status of dispute: | <i>[insert amount]</i> |
| Litigation History in accordance with Section III, Table 1 Qualification Criteria, and Requirements | | | |
| <input type="checkbox"/> No Litigation History in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 2.4 as indicated below. | | | |
| Year of award | Outcome as percentage of Net Worth | Contract Identification | Total Contract Amount (currency), USD Equivalent (exchange rate) |
| <i>[insert year]</i> | <i>[insert percentage]</i> | Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> | <i>[insert amount]</i> |

Form CON – 3

ES Performance Declaration

[The following table shall be filled in for the Proposer, each member of a Joint Venture and each Specialized Subcontractor]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

ISD No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

| Environmental and Social Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements | | | |
|---|--|--|--|
| <input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. | | | |
| <input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (ES) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below: | | | |
| Year | Terminated contract or Suspended portion of contract | Contract Identification | Total Contract Amount (current value, currency, exchange rate and US\$ equivalent) |
| <i>[insert year]</i> | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i> | <i>[insert amount]</i> |
| <i>[insert year]</i> | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i> |
| ... | ... | <i>[list all applicable contracts]</i> | ... |

| Performance Security called by an employer(s) for reasons related to ES performance | | |
|--|--|---|
| Year | Contract Identification | Total Contract Amount (current value, currency, exchange rate and US\$ equivalent) |
| <i>[insert year]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i> | <i>[insert amount]</i> |

Form CON – 4

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Proposer, each member of a Joint Venture and each subcontractor proposed by the Proposer]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

ISD No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

| SEA and/or SH Declaration in accordance with Section III, Qualification Criteria, and Requirements |
|--|
| We: <input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations <input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. <input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. <input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations. |
| <i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i> |
| <i>[If (d) or (e) above are applicable, provide the following information:]</i> |
| Period of disqualification: From: _____ To: _____ |
| If previously provided for another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (as per (d) above) Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____ |
| As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (as per (e) above) <i>[attach details as appropriate]</i> . |

Form FIN – 3.1

Financial Situation and Performance

[The following table shall be filled in for the Proposer and for each member of a Joint Venture]

Proposer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
ISD No. and title: *[insert ISD number and title]*
Page *[insert page number]* of *[insert total number]* pages

1. Financial data

| Type of Financial information in (currency) | Historic information for previous <i>[insert number]</i> years, <i>[insert in words]</i> (amount in currency, currency, exchange rate*, USD equivalent) | | | | |
|--|--|--------|--------|-------|--------|
| | Year 1 | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) | | | | | |
| Total Assets (TA) | | | | | |
| Total Liabilities (TL) less equity | | | | | |
| Total Equity/Net Worth (NW) | | | | | |
| Current Assets (CA) | | | | | |
| Current Liabilities (CL) | | | | | |
| Working Capital (WC) | | | | | |
| Information from Income Statement | | | | | |
| Average Annual Turnover | | | | | |
| Profit Before Taxes (PBT) | | | | | |
| Cash Flow Information | | | | | |
| Cash Flow from Operating Activities | | | | | |

* Refer ITP 38.1 for the exchange rate

2. Sources of Finance

[The following table shall be filled in for the Proposer and all parties combined in case of a Joint Venture]

Specify sources of finance to meet the cash flow requirements on contracts currently in progress and for future contract commitments.

| No. | Source of finance | Amount (US\$ equivalent) |
|-----|-------------------|--------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| | | |

3. Financial documents

The Proposer and its parties shall provide copies of financial statements for *[number]* years pursuant Section III, Table 1 –Qualification Criteria, and Requirements Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Proposer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements⁴ for the *[number]* years required above; and complying with the requirements

⁴ If the most recent set of financial statements is for a period earlier than 12 months from the date of Proposal, the reason for this should be justified.

Form FIN - 3.2

Average Annual Construction Turnover

[The following table shall be filled in for the Proposer and for each member of a Joint Venture]

Proposer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
ISD No. and title: *[insert ISD number and title]*
Page *[insert page number]* of *[insert total number]* pages

| Annual Construction Turnover Data | | | |
|---|--|---|----------------|
| Year | Amount Currency | Exchange rate* | USD equivalent |
| <i>[indicate calendar year]</i> | <i>[insert amount and indicate currency]</i> | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | Average Annual Construction Turnover ** | |

* Refer ITP 38.1 for date and source of exchange rate.

** Total USD equivalent for all years divided by the total number of years. See Section III, Table 1 Qualification Criteria, and Requirements, 3.2.

Form FIN - 3.3 Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria

| Source of financing | Amount ((PKR)) |
|---------------------|----------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |

Form EXP - 4.1

General Construction Experience

[The following table shall be filled in for the Proposer and in the case of a JV Proposer, each Member]

Proposer's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
ISD No. and title: *[insert ISD number and title]*
Page *[insert page number]* of *[insert total number]* pages

[As per Section III, Table 1 Qualification Criteria, and Requirements, Sub-Factor 4.1. list contracts chronologically, according to their commencement (starting) dates.]

| Starting Year | Ending Year | Contract Identification | Role of Proposer |
|------------------------|------------------------|--|--|
| <i>[indicate year]</i> | <i>[indicate year]</i> | Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> | <i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i> |
| | | Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> | <i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i> |
| | | Contract name: <i>[insert full name]</i> Brief Description of the Contracts performed by the Proposer: <i>[describe contracts performed briefly]</i> Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and US\$ equivalent*]</i> Name of Employer: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> | <i>[insert "Prime Contractor" or "JV Member" or "Sub-contractor" or "Management Contractor"]</i> |

* Refer ITP 38.1 for date and source of exchange rate.

Form EXP - 4.2 (a) Specific Experience

(Table 1, 4.2 and Table 2)

[The following table shall be filled in for contracts performed by the Proposer, each member of a Joint Venture, and Specialized Sub-contractors]

Proposer's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member Name: *[insert full name]*

ISD No. and title: *[insert ISD number and title]*

Page *[insert page number]* of *[insert total number]* pages

| Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i> | Information | | | |
|---|---|---|---|--|
| Contract Identification | <i>[insert contract name and number, if applicable]</i> | | | |
| Award date | <i>[insert day, month, year, i.e., 15 June, 2015]</i> | | | |
| Completion date | <i>[insert day, month, year, i.e., 03 October, 2017]</i> | | | |
| Role in Contract <i>[check the appropriate box]</i> | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Sub-contractor <input type="checkbox"/> |
| Total Contract Amount | <i>[insert total contract amount in local currency]</i> | | US\$ <i>[insert Exchange rate and total contract amount in US\$ equivalent] *</i> | |
| If member in a JV or sub-contractor, specify share in value in total Contract amount and roles and responsibilities | <i>[insert a percentage amount]</i> | <i>[insert total contract amount in local currency]</i> | <i>[insert exchange rate and total contract amount in US\$ equivalent] *</i> | |
| | <i>[insert roles and responsibilities]</i> | | | |
| Description of the similarity in accordance with Section III Table 1, 4.2 | | | | |
| Physical size of required contracts items | <i>[insert physical size of items]</i> | | | |
| Complexity | <i>[insert description of complexity]</i> | | | |
| Methods/Technology | <i>[insert specific aspects of the methods/technology involved in the contract]</i> | | | |
| Other Characteristics | <i>[insert other characteristics as described in Section VII, Scope of Employer's Requirements]</i> | | | |

| | |
|--|--|
| Similar Contract No. <i>[insert number] of [insert number of similar contracts required]</i> | Information |
| Employer's Name: | <i>[insert full name]</i> |
| Address: | <i>[indicate street / number / town or city / country]</i> |
| Telephone/fax number E-mail: | <i>[insert telephone/fax numbers, including country and city area codes] [insert e-mail address, if available]</i> |

* Refer ITP 38.1 for date and source of exchange rate.

Form EXP - 4.2(b)

Specific Experience in Key Activities and Managing ES aspects

[The following table shall be filled in for contracts performed by the Proposer, and each member of a Joint Venture]

Proposer Name: _____
Date: _____
Proposer's JV Member Name: _____
ISD No. and title: _____
Page _____ of _____ pages

1. Key Activities Requirement no 1 in accordance with 4.2 (b):

| | | | | |
|--------------------------------|--|--|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Subcontractor <input type="checkbox"/> |
| Total Contract Amount | | | US\$ | |
| Details of relevant experience | | | | |

2. Key Activities Requirement no 2 in accordance with 4.2 (b): _

| | | | | |
|--------------------------------|--|--|---|---|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Subcontractor <input type="checkbox"/> |
| Total Contract Amount | | | US\$ | |
| Details of relevant experience | | | | |

3. Key Activities Requirement no 3 in accordance with 4.2 (b): __

| | | | | |
|--------------------------------|---|---|--|--|
| Contract Identification | | | | |
| Award date | | | | |
| Completion date | | | | |
| Role in Contract | Prime Contractor <input type="checkbox"/> | Member in JV <input type="checkbox"/> | Management Contractor <input type="checkbox"/> | Subcontractor <input type="checkbox"/> |
| Total Contract Amount | | | US\$ | |
| Details of relevant experience | | | | |

...

Personnel

Form PER -1 Key Personnel qualifications and resource schedule

Proposers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract as indicated in Section III, Para 1.4. The data on their experience should be supplied using the Form PER-2 below for each candidate. Proposers should submit a fully detailed Key Personnel resource schedule for the whole contract implementation period. The resource schedule must include:

- the name and role for each Key Personnel position
- The duration of each Key Personnel appointment
- The level of effort (time) allocated to each Key Personnel position and its distribution throughout the contract implementation period.
- The Key Personnel shall be employed in the present company for a minimum period of 5 years.

Form PER-2: Resume and Declaration (Contractor's Representative and Key Personnel)

| | | |
|---|--|---|
| Name of Proposer | | |
| Position [#1]: [title of position from Form PER-1] | | |
| Personnel information | Name: | Date of birth: |
| | Address: | E-mail: |
| | Professional qualifications: | |
| | Academic qualifications: | |
| Details | Language proficiency: [language and levels of speaking, reading and writing skills] | |
| | Address of employer: | |
| | Telephone: | Contact (manager / personnel officer): |
| | Fax: | |

| | | |
|--|-------------------|-------------------------------------|
| | Job title: | Years with present employer: |
|--|-------------------|-------------------------------------|

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

| Project | Role | Duration of involvement | Relevant experience |
|-------------------------------|---|-------------------------|--|
| <i>[main project details]</i> | <i>[role and responsibilities on the project]</i> | <i>[time in role]</i> | <i>[describe the experience relevant to this position]</i> |
| | | | |
| | | | |
| | | | |

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Proposal:

| Commitment | Details |
|--|---|
| Commitment to duration of contract: | <i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i> |
| Time commitment: | <i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i> |

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Proposal evaluation;
- (b) my disqualification from participating in the Proposal;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]* _____

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Proposer:

Signature: _____

Date: (day month year): _____

Form SUB – Subcontractors (Proposed Subcontractors for Major Activities/Sub-Activities)

The following Subcontractors and/or manufacturers are proposed for carrying out the activity/subactivity indicated.

| Activity/Sub-Activity | Proposed Subcontractors | Relevant Experience (Projects Undertaken, Value & Type of Work) | Approximate value of Subcontract work in PKR | Nationality |
|------------------------------|--------------------------------|--|---|--------------------|
| | | | | |
| | | | | |
| | | | | |

Form CCC - Current Contract Commitments / Works in Progress

Proposers and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Name of contract | Employer, contact address/tel/fax | Value of outstanding work (current US\$ equivalent) | Estimated completion date | Average monthly invoicing over last six months (US\$/month) |
|------------------|-----------------------------------|---|---------------------------|---|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| etc. | | | | |

Note:

The proposer shall provide the value of outstanding work and average monthly invoicing over last six months in US\$

PM - Technical Proposal Forms

1. Design Methodology
2. Construction Management Strategy
3. Method Statement for key construction activities
4. Code of Conduct for Contractor's Personnel (ES)
5. Work Program
6. Contract Personnel Organization Chart
7. Risk Assessment
8. Contractor's Equipment
9. Designer's Qualifications
10. Value Addition
11. Sustainable Procurement

Form PM-1 Design Methodology

The Proposer shall submit a design methodology which addresses as a minimum the following:

- (a) organizational arrangements for the design including: team structure, roles and responsibilities, interface arrangements, design review and approval procedures and quality assurance arrangements;
- (b) Proposed design deliverables

The Design deliverables shall be as included Volume 2, Part (A) – Employers Requirements and summarized as follows:

- i. Concept Design Drawings and Report
 - ii. Topographic Survey Report
 - iii. Geotechnical Investigations Methodology Report
 - iv. BIM Execution Plan
 - v. Detailed Design Drawings and Report.
- (c) design statement setting out how the Employers Requirements will be achieved;
- (d) Any added value the Proposer will bring including examples of innovative aspects of the design;

The proposer shall furnish the requisite information in ITP 31.2-Evaluation of Technical Parts of Proposals

- (e) comments on the Employer's Requirements, including:
 - i. status of the information available and relevant design issues for the Works;
 - ii. comments on any errors, defects or ambiguities noted in the Employer's Requirements; and
- (f) Sustainable Procurement: sustainability aspects (e.g. energy efficiency, reduction of wastages, material reduction, sources of materials etc.) demonstrating the Proposer's approach and commitment to sustainable design and construction practices (including track record of delivering sustainable procurement outcomes);
- (g) strategy for gathering baseline ES information in time to inform design development;
- (h) details of how the ES requirements, and any proposal to enhance ES outcomes, will be incorporated into all design stages, and how the implications for the construction phase has been considered;
- (i) details of the approach to managing risks, stakeholder engagement, consultation and environmental permits/consents;
- (j) value engineering (value management) arrangements, including consideration of ES issues

Form PM-2 Construction Management Strategy

The Proposer shall submit a construction management strategy which addresses as a minimum:

- (a) organizational arrangements for the construction management including: team structure, roles and responsibilities, interface arrangements, approval procedures and quality assurance arrangements;
- (b) subcontractor selection and management;
- (c) proposals for training all personnel attending site;
- (d) stakeholder engagement;
- (e) obtaining and managing consents, permits and approvals;
- (f) site setup proposals including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (g) construction phasing proposals including sequence of work and management of conflicting activities;
- (h) ensuring that geotechnical investigations or other advance works meet the ES requirements;
- (i) risk management approach for geotechnical and subsurface aspects of the Works;
- (j) quality management system including a draft of the quality management plan;
- (k) sustainability aspects demonstrating the Proposer's approach and commitment to sustainable construction practices (e.g. energy efficiency, reduction of wastages, material reduction and sources of materials etc.);
- (l) preparation, approval and implementation of the Contractor's environmental and social management plan;
- (m) preparation, approval and implementation of the Contractor's health and safety manual;
- (n) grievance redress mechanisms;
- (o) reporting arrangements, including topics (that include ES) and timescales in accordance with the Particular Conditions – Part B- Sub-Clause 4.20;
- (p) arrangements for testing upon completion of the works;
- (q) arrangements for site handover, including completion of as-built drawings, preparation of operation and maintenance manuals, and any other relevant aspects

Form PM -3 Method Statement for key construction activities

The Proposer shall provide its method statements for addressing the following risks and carrying out the following construction activities. Each method statement shall describe the proposed approach, the level of staffing and experience, the safe system of work, and the equipment or materials to be used to manage risk or activity in accordance with the Employer's Requirements, include and not limited to:.

- *Overall Site Plan,*
- *Logistic Plan (deliveries, access and egress, security, laydown, lifting, etc.),*
- *Management of traffic including construction traffic,*
- *Demolition plan The Demoliton plan should include the demolition methods, type of risk control measures, procedures to deal with emergencies.*
- *Geotechnical investigations,*
- *Sequence and Operation for the construction of the new Bridge (substructure & superstructure),*
- *Road works,*
- *Utilities works,*
- *Closeout procedures of the project.*

Form PM – 4 Code of Conduct for Contractor’s Personnel (ES) Form

CODE OF CONDUCT FOR CONTRACTOR’S PERSONNEL

We are the Contractor, *[enter name of Contractor]*. We have signed a contract with *[enter name of Employer]* for *[enter description of the Works]*. These Works will be carried out at *[enter the Site and other locations where the Works will be carried out]*. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as “**Contractor’s Personnel**” and are subject to this Code of Conduct.

This Code of Conduct identifies the behavior that we require from all Contractor’s Personnel.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor’s Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor’s Personnel and any other person;
3. maintain a safe working environment including by:
 - a. ensuring that workplaces, machinery, equipment and processes under each person’s control are safe and without risk to health;
 - b. wearing required personal protective equipment;
 - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. not engage in any form of Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SEA);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Contractor's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Contractor's contact person with relevant experience*] requesting an explanation.

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) Examples of sexual exploitation and abuse include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) Examples of sexual harassment in a work context

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Form PM – 5 Work Program

The Proposer shall set out a work program for design and construction of the new bridge - JAM SADIQ BRIDGE of PACKAGE 4-(SEGMENT 3) The proposed work program shall be developed based on the Employer's Requirements as referred in VOLUME (2) - PART (A) and shall consider the following key milestones:

- (a) design of the Works, including the submission of the design deliverables, review and approval of the design by the Engineer;
- (b) processes and deliverables needed to commence the Works;
- (c) execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (d) testing, commissioning and handing over of the completed Works;
- (e) No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions Part B- Sub-Clause 4.1;
- (f) Constitution of the DAAB

Form PM – 6 Contract Personnel Organization Chart

The Proposer shall provide an organization chart illustrating the proposed management structure and reporting lines for delivery of the Contract. The organization chart shall include the names of all Key Personnel.

Form PM – 7 Risk assessment

The Proposer should submit a risk register identifying the hazards anticipated during the implementation of the contract.

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on health and safety, environment, cost, program or other, and the proposed mitigation strategy for each hazard.

Form PM – 8 EQU (Contractor’s Equipment)

The Proposer shall provide its strategy for acquiring and maintaining the key equipment that may be needed to execute the Works in accordance with the Work Program. In the strategy, the Proposer shall specify the manufacturer, capacity, model, power rating, age and maintenance condition, and how it will ensure that the equipment is maintained in accordance with manufacturer’s specifications for the duration of the Contract. The Proposer shall specify whether it will own, lease, rent or specially manufacture the key equipment.

The Proposer must demonstrate that it will have access to the key Contractor’s equipment listed hereafter as a minimum:

| No. | Equipment Type and Characteristics | Proposer’s Equipment | | |
|-----|------------------------------------|----------------------|----------|--------|
| | | Brand/Model | Capacity | Number |
| 1 | Bulldozer D8 with Ripper | | | |
| 2 | Motor Grader | | | |
| 3 | Excavator | | | |
| 4 | Smooth Drum Vibrating Roller | | | |
| 5 | Concrete Pump | | | |
| 6 | Water Bowser | | | |
| 7 | Back Hoe Excavator | | | |
| 8 | Wheel Loader | | | |
| 9 | Steel Wheel Roller | | | |
| 10 | Tipping Truck | | | |
| 11 | Concrete Truck Mixer | | | |
| 12 | Concrete Vibrator | | | |
| 13 | Mobile Crane | | | |
| 14 | Truck Mounted Crane | | | |
| 15 | Air Compressor | | | |
| 16 | Diesel Generator | | | |
| 17 | Diesel Tank | | | |
| 18 | Flatbed Truck | | | |
| 19 | Water Pumps | | | |
| 20 | Reinforcement Cutting Machine | | | |
| 21 | Reinforcement Bending Machine | | | |
| 22 | Pneumatic Roller | | | |
| 23 | Bitumen Distributor | | | |
| 24 | Power Broom | | | |

| | | | | |
|----|----------------------|--|--|--|
| 25 | Low Loader | | | |
| 26 | Road Marking Machine | | | |

Form PM – 9 Designer’s Qualifications

The Proposer shall provide the qualifications (CVs/resumes) of the proposed designers and design sub-consultants who should be experienced, competent, engineers and specialized in works of the type and magnitude of the Project, including as a minimum, the following staff:

- Design Manager,
- Designers related to the following disciplines;
 - Geotechnical works,
 - Bridges works,
 - Roadworks,
 - Electrical works,
 - Utilities’ works.

Form PM – 10 Value Addition

The proposer shall furnish the requisite information
mentioned in ITP 31.2

Form PM – 11 Sustainable Procurement

The proposer shall furnish the requisite information
mentioned in ITP 31.2

Appendix to Proposal

Schedule of Cost Indexation

If in accordance with GC 13.7, the prices quoted by the Proposer shall be subject to adjustment during the performance of the Contract, the following method shall be used to calculate the price adjustment:

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$$

where:

“ P_n ” is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period “ n ”, this period being a month unless otherwise stated in the Contract Data;

“ a ” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

“ b ”, “ c ”, “ d ”, ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

“ L_n ”, “ E_n ”, “ M_n ”, ... are the current cost indices or reference prices for period “ n ”, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

“ L_o ”, “ E_o ”, “ M_o ”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the Table of Adjustment Data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table).

If the currency in which the Contract price is expressed is different from the currency of the country of origin of the labour and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall be: Z_0 / Z_1 , where,

Z_0 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Base date, and

Z_1 = the number of units of currency of the origin of the indices which equal to one unit of the currency of the Contract Price on the Date of Adjustment.

Table of Adjustment Data

[In Tables A, B, and C, below, the Proposer shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex works contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

Table A. Local Currency

| Index code* | Index description* | Source of index* | Base value and date* | Proposer's related currency amount | Proposer's proposed weighting |
|-------------|---|--|----------------------|------------------------------------|-------------------------------|
| a | Fixed Portion-Nonadjustable | Government of Pakistan (GoP) Federal Bureau of Statistics (FBS) Monthly Statistical Bulletin (District Karachi). | — | — | a: 0.33 |
| b | Local Labour | | b: 0.15-0.17* | | |
| c | Cement – in bags. Portland cement shall be considered representative items for all types of cement. | | c: 0.14-0.16* | | |
| d | Steel Reinforcement | | d: 0.30-0.32* | | |
| e | High Speed Diesel (HSD) | | e: 0.04-0.06* | | |
| Total | | | | | 1.00 |

Notes to be considered by the Proposers:

- *The proposer shall indicate the percentage from the range identified against each of the index.*
- *Base Date: means the date 28 days before the latest date for submission of the Proposals sub-clause 1.1.4 Part A – Contract Data-Particular Conditions.*
- *Adjustment of increase / decrease shall only be admissible for the elements representing relevant category listed above.*
- *Base Value: Value of indexes on the base date*
- *All Amounts in Pak Rupees only.*
- *Proposer will be required to specify a value within the above ranges such that the total weighting = 1.00*

Table B. Foreign Currency (FC)

State type: *[If the Proposer is allowed to receive payment in foreign currencies this table shall be used. If Proposer wishes to quote in more than one foreign currency (up to three currencies permitted) then this table should be repeated for each foreign currency.]*

| Index code | Index description | Source of index | Base value and date | Proposer's related source currency in type/amount | Equivalent in FC1 | Proposer's proposed weighting |
|--------------|-------------------|-----------------|---------------------|---|-------------------|--|
| | Nonadjustable | — | — | — | | a: *0.25 b: _____ * c: _____ * d: _____ * e: _____ * |
| Total | | | | | | 1.00 |

[To be entered by the Employer. Whereas “a” should a fixed percentage, b, c, d and e should specify a range of values and the Proposer will be required to specify a value within the range such that the total weighting = 1.00]*

Table C. Summary of Payment Currencies

Table: Alternative A

For *[insert name of Section of the Works]*

| Name of payment currency | A Amount of currency | B Rate of exchange (local currency per unit of foreign) | C Local currency equivalent $C = A \times B$ | D Percentage of Total Proposal Price (TPP) $\frac{100 \times C}{TPP}$ |
|---|--|--|--|---|
| Local currency _____ | | 1.00 | | |
| Foreign currency #1 _____ | | | | |
| Foreign currency #2 _____ | | | | |
| Foreign currency #3 _____ | | | | |
| Total Proposal Price | | | | 100.00 |
| Provisional sums expressed in local currency | <i>[To be entered by the Employer]</i> | | <i>[To be entered by the Employer]</i> | |
| | | | | |
| TOTAL PROPOSAL PRICE (including provisional sum) | | | | |

Schedule of Priced Activities and Sub-activities

The total of the prices of the activities in the Schedule of Priced Activities is the Proposer's offer to complete the works on a "single responsibility" basis.

The price of any activity or sub-activity that the Proposer may have omitted is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced Activities and Sub-activities and will not be paid for separately by the Employer.

Refer to Volume (3) for Schedule of Priced Activities.

Schedule of Payments

In accordance with the Schedule of Priced Activities, the payment of the Contract Price shall be paid to the Contractor upon (i) the Contractor's completion of the relevant executed works based on the progress of the Works at the Site in accordance with the Contract documents and (ii) upon the Engineer's inspection and approval.

Schedule of Performance Guarantees and Performance Damages

Form of Proposal Security – Demand Guarantee

Beneficiary: _____

Request for Proposals No: _____

Date: _____

PROPOSAL GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its Proposal (hereinafter called “the Proposal”) for the execution of _____ under Request for Proposals No. _____ (“the RFP”).

Furthermore, we understand that, according to the Beneficiary’s conditions, Proposals must be supported by a Proposal guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary’s complying demand, supported by the Beneficiary’s statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Proposal prior to the Proposal validity expiry date set forth in the Applicant’s Letter of Proposal (“the Proposal Validity Period”), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Proposal by the Beneficiary prior to the expiry date of the Proposal validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, an Environmental and Social (ES) Performance Security, in accordance with the Instructions to Proposers (“ITP”) of the Beneficiary’s RFP document.

This guarantee will expire: (a) if the Applicant is the successful Proposer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, an Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Proposer, upon the earlier of (i) our receipt of a copy of the Beneficiary’s notification to the Applicant of the results of the RFP process; or (ii) twenty-eight days after the expiry date of the Proposal validity .

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[signature(s)]

Form of Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration

Date: _____

RFP No.: _____

Alternative No.: _____

Contract Title: _____

To:

We, the undersigned, declare that:

We understand that Proposals must be supported by a SEA and/or SH Declaration.

We accept that, if awarded the Contract, we, including our Subcontractors, are required to comply with the SEA/SH Prevention and Response Obligations under the Contract, and we further accept that the Bank may disqualify us from being awarded a Bank-financed contract for a period of two years, if it is determined by Dispute Avoidance/Adjudication Board (DAAB) decision that we:

- (a) have failed to correct non-compliance with identified SAE/SH Prevention and Response Obligation; and/or
- (b) were non-compliant with such obligations at the time of an alleged incident,

and, in the event of recourse to the Emergency Arbitration provisions under the International Chamber of Commerce Arbitration Rules, an order to reverse the DAAB Decision is not issued by the Emergency Arbitrator under the Rules.

Name of the Proposer* _____

Name of the person duly authorized to sign the Proposal on behalf of the Proposer**

Title of the person signing the Proposal _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Proposal submitted by joint venture specify the name of the Joint Venture as Proposer

** : Person signing the Proposal shall have the power of attorney given by the Proposer attached to the Proposal

[Note: In case of a Joint Venture, the SEA and/or SH Declaration must be in the name of all members to the Joint Venture that submits the Proposal.]

SECTION V - ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and non-consulting Services in Bank-Financed Procurement

In reference to **ITP 4.8** and **ITP 5.1**, for the information of the Proposers, at the present time firms, goods and services from the following countries are excluded from this RFP process:

Under **ITP 4.8(a)** and **ITP 5.1**: *All Countries with which Pakistan has commercial relations and State of India, subject to the provisions of Clause 5 (2)(a) in the Order (S.R.O 545 (I)/2022 dated 22nd April, 2022 issued by Government of Pakistan, Ministry of Commerce.*

Under **ITP 4.8(b)** and **ITP 5.1**: *None.*

SECTION VI - FRAUD AND CORRUPTION

1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Proposers (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Proposers (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

PART 2 – (SECTION -VII) EMPLOYER’S REQUIREMENTS

REFER TO VOLUME 2A

SCOPE OF THE WORKS

Refer to Division 1, Specification Section 011000

SITE INFORMATION

The information may include:

- 1. Topographic survey*
- 2. Environmental and social baseline data*
- 3. Ground investigation data*
- 4. Ground condition information*
- 5. Utility records*
- 6. Land ownership information*
- 7. Details of known accommodation works requirements*
- 8. Ground water, surface water and hydrological information e.g.*
- 9. Statutory planning and zoning constraints*
- 10. Orders consents permits, licenses and compliance requirements*
- 11. As built records of existing infrastructure*
- 12. Details of any risks or hazards*
- 13. Any other physical constraints*

SPECIFICATIONS

REFER TO VOLUME (2)

DRAWINGS

REFER TO VOLUME (4)

SUPPLEMENTARY INFORMATION

1. Volume 5 - Part A (Geotechnical Report)
2. Volume 5 - Part B (Hydrology and Hydraulics Study Report - Malir River)
3. Volume 5 - Part C (Environmental Management & Mitigation Plan)
4. Volume 5 - Part D (Structure Condition Survey – Existing Jam Sadiq Bridge Assessment & Rehabilitation Report)

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS (GC)

Yellow Book:

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The Conditions of Contract are the “General Conditions” which form part of the “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor (“Yellow book”) Second edition 2017” published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following “Particular Conditions” which comprise of the *World Bank’s* COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e. “Conditions of Contract for Plant & Design-Build for Electrical & Mechanical Plant & for Building & Engineering Works Designed by the Contractor” must be obtained from FIDIC.

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SECTION IX - PARTICULAR CONDITIONS (PC)

The following Particular Conditions shall supplement the General Conditions. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions.

Particular Conditions Contract Data

| Conditions | Sub-Clause | Data |
|---|--------------|---|
| Base Date | 1.1.4 | Means 28 days before the latest date for submission of the Proposal. |
| Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost | 1.1.20 | 5 % |
| Employer's name and address | 1.1.30 | <i>Project Director – Karachi Mobility Project Sindh Mass Transit Authority (SMTA), Transport & Mass Transit Department, Government of Sindh, House # D-43; Block 2; Scheme No. 5; Kehkashan, Clifton, City: Karachi, Country: Islamic Republic of Pakistan</i> |
| Engineer's name and address | 1.1.35 | Chief Resident Engineer - M/s Dar Al Handasah Consultants (Shair & Partners) JV M/S National Engineering Services Pakistan (Pvt.) Ltd. |
| Site | 1.1.77 | Jam Sadiq Bridge area, Karachi. Drawings no. P21161-4309-04-CD-TR-0004 |
| Time for Completion | 1.1.86 | <u>1098 days</u> |
| Bank's name | 1.1.91 | International Bank for Reconstruction and Development (IBRD) |
| Borrower's name | 1.1.92 | <u>Islamic Republic of Pakistan</u> |
| Defects Notification Period | 1.1.27 | 365 days (one year) |
| Sections | 1.1.76 | Not Applicable |
| Milestones | 1.1.95 | Refer to Table: Summary of Milestones below. |
| Electronic transmission system | 1.3 (a) (ii) | The Communication System by Electronic Transmission System is not allowed; the Notice or other communication shall be in writing as per 1.3 a (i) |
| Address of Employer for communications: | 1.3(d) | House # D-43, Shahra-e-Ghalib, Block 2 Clifton. Karachi, Pakistan |

| Conditions | Sub-Clause | Data |
|--|------------|---|
| Address of Engineer for communications: | 1.3(d) | “M/s Dar Al Handasah Consultants (Shair & Partners) JV M/S National Engineering Services Pakistan (Pvt.) Ltd.” |
| Address of Contractor for communications: | 1.3(d) | <i>Address of successful proposer shall be incorporated at the time of contract.</i> |
| Governing Law | 1.4 | Laws of Islamic Republic of Pakistan |
| Ruling language | 1.4 | English Language |
| Language for communications | 1.4 | English Language |
| Time for the Parties to sign a Contract Agreement | 1.6 | Within 28 days after receipt of the Letter of Acceptance |
| Number of additional paper copies of Contractor’s Documents | 1.8 | Three (03) |
| Total liability of the Contractor to the Employer under or in connection with the Contract | 1.15 | The product of 1.15 times the Contract Price. |
| Time for access to the Site | 2.1 | Within fourteen (14 days of signing of the contract |
| Engineer’s Duties and Authority | 3.2 | All variations shall require written consent of the Employer. |
| Performance Security | 4.2 | The Performance Security shall be ten percent (10%) of the Accepted Contract Amount and in the same currency (ies) of the Accepted Contract Amount. |
| Environmental and Social (ES) Performance Security | 4.2 | <i>Not Applicable.</i> |
| Maximum allowable accumulated value of work subcontracted (as a | 4.4(a) | No work shall be sub contracted unless approved by the Employer/Engineer up to maximum limit of 10% of the Accepted Contract Amount. |

| Conditions | Sub-Clause | Data |
|---|--------------|---|
| percentage of the Accepted Contract Amount) | | |
| Parts of the Works for which subcontracting is not permitted | 4.4(b) | - Design and Construction Works for New Bridges |
| Period for notification of errors in the items of reference | 4.7.2 | 28 Days |
| Period of payment for temporary utilities | 4.19 | Not applicable; the cost of the temporary facilities is included in the quoted rates/prices in the Schedule of Priced Activities. |
| Number of additional paper copies of progress reports | 4.20 | Three (03) |
| Normal working hours | 6.5 | 9:00 AM to 6:00 PM Pakistan Standard Time inclusive of one-hour break. Normal working hours shall be 8 hours per shift The Contractor shall have the option to work round the clock and on locally recognized days of rest in accordance with the prevalent Government of Pakistan / Provincial Labour Laws |
| Number of additional paper copies of program | 8.3 | Three (03) |
| Delay damages payable for each day of delay | 8.8 | Refer to Table: Summary of Milestones below. |
| Maximum amount of delay damages | 8.8 | 10% of the Accepted Contract Amount less provisional sum for DAAB. |
| Percentage rate to be applied to Provisional Sums for overhead charges and profit For works performed by the Contractor's own force For works performed by the Subcontractors | 13.4 (b)(ii) | 5 % |
| Total advance payment | 14.2 | 10 % Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable. |

| Conditions | Sub-Clause | Data |
|--|------------|---|
| Repayment of Advance payment | 14.2.3 | (b) deductions shall be made at the amortization rate of 15% |
| Period of payment | 14.3 | Monthly Payments |
| Number of additional paper copies of Statements | 14.3(b) | To be submitted in one paper-original, one electronic copy and additional paper copies |
| Percentage of amount to be deducted for retention | 14.3(iii) | 10% |
| Limit of Retention Money (as a percentage of Accepted Contract Amount) | 14.3(iii) | 5% |
| Plant and Materials | 14.5(b)(i) | Not Applicable |
| | 14.5(c)(i) | <p>Only material as listed below are eligible for payment under this sub clause when delivered to the Site.</p> <ol style="list-style-type: none"> 1. Cement 2. Reinforcement Steel <p>70% of the cost of the major material delivered to the Site shall be paid to the Contractor, provided that the Contractor submits all necessary substantiation including authenticated invoices (including quantities of each item and material's cost – delivery to Site), bill of lading, proper warehouse record at the Site (in and out), receipts, Engineer's approval on the material inspection sheets.</p> |
| Minimum Amount of Interim Payment Certificates | 14.6.2 | 3% of the Accepted Contract Amount. |
| Period of payment of Advance Payment to the Contractor | 14.7(a) | 28 days |
| Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment) | 14.7b(i) | 56 days |

| Conditions | Sub-Clause | Data |
|---|------------|---|
| Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment) | 14.7b(ii) | 56 days |
| Period for the Employer to make final payment to the Contractor | 14.7(c) | 56 days |
| financing charges for delayed payment (percentage points above the average bank short-term lending rate as referred to under sub-paragraph (a)) | 14.8 | KIBOR (Karachi Interbank Offered Rates) for Local Currency plus 2% |
| Number of additional paper copies of draft Final Statement | 14.11.1(b) | One paper-original, one electronic copy and additional 2 paper copies |
| Forces of nature, the risks of which are allocated to the Contractor | 17.2(d) | Contractor shall take adequate preventive precautions for the normal climatic, seismic and geotechnical conditions associated with the site. |
| Permitted deductible limits | 19.1 | insurance required for the Works: 4,000,000 PKR insurance required for Goods: 1,000,000 PKR insurance required for liability for breach of professional duty (Design & Construction risks): 10,000,000 PKR insurance required for injury to persons and damage to property: 100,000 PKR insurance required for injury to employees: 100,000 PKR other insurances required by Laws and by local practice: 100,000 PKR |
| Additional amount to be insured (as a percentage of the replacement value, if less or more than 15%) | 19.2.1(b) | 15% |

| Conditions | Sub-Clause | Data |
|--|------------|---|
| List of Exceptional Risks which shall not be excluded from the insurance cover for the Works | 19.2.1(iv) | i. SRCC (Strike, Riots and Civil Commotion) ii. Design Risk. iii. Natural Hazards. |
| Extent of insurance required for Goods | 19.2.2 | Full Replacement Value |
| Amount of insurance required for Goods | | |
| amount of insurance required for liability for breach of professional duty | 19.2.3(a) | 415,000,000 PKR |
| Insurance required against liability for fitness for purpose | 19.2.3(b) | Yes |
| Period of insurance required for liability for breach of professional duty | 19.2.3 | From commencement until taking over followed by 3 years post taking over of works. |
| Amount of insurance required for injury to persons and damage to property | 19.2.4 | 175,000,000 PKR per occurrence with number of occurrences unlimited. |
| Other insurances required by Laws and by local practice | 19.2.6 | Compulsory motor vehicle insurance Employer's Liability Third Party Liability Insurance Insurance for Construction Plant and Machinery (CPM) |
| Time for appointment of DAAB member(s) | 21.1 | 42 days after signature by both parties of the Contract Agreement |
| The DAAB shall be comprised of | 21.1 | Three Members |
| List of proposed members of DAAB | 21.1 | None |

| Conditions | Sub-Clause | Data |
|---|------------|---|
| Appointment (if not agreed) to be made by | 21.2 | In accordance with Rules of Arbitration of International Chamber of Commerce. |
| Rules and Place of arbitration | 21.6 (a) | <p>In accordance with Rules of Arbitration of International Chamber of Commerce in case of international Contractor whereas in accordance with the laws of Islamic Republic of Pakistan in case of domestic Contractor.</p> <p>In case of domestic Contractor, place of arbitration shall be in Karachi, Pakistan.</p> <p>In case of international Contractor, place of arbitration shall be neutral venue neither in Employer's country nor in Contractor's country.</p> |
| Arbitration | 21.6 (b) | Three Arbitrators |

Table: Summary of Milestones

| Description of parts of the Works that shall be designated a Milestone for the purposes of the Contract (Sub-Clause 1.1.95) | Time for Completion | Delay Damages (as a percentage of final Contract Price per day of delay, Sub-Clause 4.25 (b) (2)) |
|--|----------------------------|--|
| <u>Milestone 1:</u> Completion of Design of two New Bridges | 60 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |
| <u>Milestone 2:</u> Completion of Piers of the 1 st New Bridge | 270 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |
| <u>Milestone 3:</u> Completion of Deck of the 1 st New Bridge | 420 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |
| <u>Milestone 4:</u> 1 st New Bridge opened to traffic | 549 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |
| <u>Milestone 5:</u> Completion of Demolition and Relocation of Utilities of Old Bridge | 600 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |
| <u>Milestone 6:</u> Completion of Piers of the 2 nd New Bridge in place of Old Bridge | 810 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |
| <u>Milestone 7:</u> Completion of Deck of the 2 nd New Bridge in place of Old Bridge | 960 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |
| <u>Milestone 8:</u> 2 nd New Bridge in place of old Bridge opened to traffic | 1098 days | 0.05% of the Accepted Contract Amount, less provisional sum for DAAB. |

Part B – Special Provisions

| | |
|--|---|
| Sub-Clause 1.1.4 Base Date | Sub-Clause 1.1.4 is replaced with the following: “Unless stated otherwise in the Contract Data, Base Date means the date 28 days before the latest date for submission of the Proposal ”. |
| Sub-Clause 1.1.48 Key Personnel | On the second line, “Specification” is replaced with “Employer’s Requirements”. |
| Sub-Clause 1.1.49 Laws | The Sub-Clause is replaced with: ““ Laws ” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.” |
| Sub-Clause 1.1.59 Particular Conditions | The Sub-Clause is replaced with: ““Particular Conditions” means the document entitled particular conditions included in the Contract, which consists of Part A- Contract Data, Part B- Special Provisions, Part C- Fraud and Corruption and Part D- Environmental and Social (ES) Metrics for Progress Reports.” |
| Sub-Clause 1.1.77 Site | The Sub-Clause is replaced with: “ Site ” means the places where the Permanent Works are to be executed, including storage and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site.” |
| Sub-Clause 1.1.79 Statement | On the second line after “Payment Certificate under”, the following is added: “Sub-Clause 14.2.1 [Advance Payment Guarantee] (if applicable),”. |
| Sub-Clause 1.1.83 Tender | The following is added at the end of the sentence. “Tender is synonymous with “Proposal”, “tenderer” with “Proposer”, “tender documents” with “request for proposals documents” |
| Sub-Clause 1.1.84 Tests after Completion | On the second line, “Specification” is replaced with “Employer’s Requirements”. |
| Sub-Clause 1.1.88 Variation | On the first line, “any change to the Works” is replaced with “any change to the Employer’s Requirements or the Works”. |
| Sub-Clause 1.1.91 to 1.1.98 are added after Sub-Clause 1.1.90 | |

| | |
|--|--|
| Sub-Clause 1.1 91 Bank | “Bank” means the financing institution (if any) named in the Contract Data. |
| Sub-Clause 1.1.92 Borrower | “Borrower” means the person (if any) named as the borrower in the Contract Data. |
| Sub-Clause 1.1.93 ES | “ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)). |
| Sub-Clause 1.1.94 Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH) | <p>“Sexual Exploitation and Abuse” “(SEA)” means the following:</p> <p>Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;</p> <p>Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and</p> <p>“Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel.</p> |
| Sub-Clause 1.1.95 Milestone | “Milestone” means a part of the Works stated in the Contract Data (if any), and described in detail in the Employer’s Requirements as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.25 [<i>Milestones</i>]. |
| Sub-Clause 1.1.96 Milestone Certificate | “Milestone certificate” means the certificate issued by the Engineer under Sub-Clause 4.25 [<i>Milestones</i>]. |
| Sub-Clause 1.1.97 Specifications | “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works. |
| Sub-Clause 1.1.98 Schedule of Priced Activities | <p>“Schedule of Priced Activities” means the document entitled Schedule of Priced Activities, Volume 3 as</p> <p>the Proposer’s offer to complete the works on a “single responsibility” basis.</p> <p>The price of any activity or sub-activity that the Proposer may have omitted is deemed to be included in the price of other activities or sub-activities in the Schedule of Priced</p> |

Activities and Sub-activities and will not be paid for separately by the Employer.

Sub-Clause 1.2

Interpretation

Sub-paragraph (a) is replaced with the following:

(a) “Words indicating one gender include all genders;

“he/she” is replaced with: “it”;

“him/her” is replaced with “it”;

“his” and “his/her” are replaced with: “its”;

“himself/herself” are replaced with: “itself”.”

Further, “and” is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j).

sub-paragraph (k) is added:

(k) “The word “tender” is synonymous with “bid” or “proposal”, the word tenderer with “bidder” or “proposer” and the words “tender documents” with “request for bids documents” or “request for proposal documents”, as applicable.”

Sub-Clause 1.5

Priority of Documents

Delete Sub-Clause 1.5 and replace with the following:

The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the documents, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows:

- a) The Contract Agreement;
- b) The Letter of Acceptance dated.....;
- c) The Letter of Proposal – Technical Part dated.....;
- d) The Letter of Proposal – Financial Part dated.....;
- e) Addenda;
- f) The Particular Conditions Part A – Contract Data;
- g) The Particular Conditions Part B – Special Provisions;
- h) The Particular Conditions Part C – Fraud and Corruption;
- i) The Particular Conditions Part D - Environmental and Social (ES) Metrics for Progress Reports;
- j) The Particular Conditions Part E - Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;
- k) The General Conditions;

- l) The Employer’s Requirements (Volume 2A) as stated under Sub-Clause 1.1.33, Specifications (Volume 2B), Basis of Pricing (Volume 3), Schedule of Priced Activities (Volume 3), Drawings (Volume 4);
- m) The Documents forming part of Volume 1 (other than those documents specified in Sub-Clauses 1.5 (a) to (k)), Volume 5 and any other documents forming part of the Contract; and
- n) The Contractor’s Proposal;
- o) Any other documents forming part of the Contract.

Sub-Clause 1.6
Contract Agreement

In the first paragraph delete from “The costs of stamp.....by the Employer” and replaced with the following:

The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Contractor.

The last paragraph is replaced with:

“If the Contractor comprises a JV, the authorized representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 (Joint and Several Liability).”

Sub-Clause 1.12
Confidentiality

The following is added at the end of the second paragraph: “The Contractor shall be permitted to disclose information required to establish its qualifications to compete for other projects.”

“or” at the end of (b) is deleted.

“or” at the end of (c) is added.

The following is then added as (d): “is being provided to the Bank.”

Sub-Clause 1.17
Inspections & Audit by the Bank

The following Sub-Clause is added after Sub-Clause 1.16:

“Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 15.8 (Fraud and

Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).”

Sub-Clause 2.4

Employer’s Financial Arrangements

The first paragraph is replaced with:

“The Employer shall submit, before the Commencement Date, reasonable evidence that financial arrangements have been made for financing the Employer’s obligations under the Contract.”

The following sub-paragraph is added at the end of Sub-Clause 2.4:

“In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in its notice of the extent to which such funds will be available.”

Sub-Clause 2.5

Site Data and Items of Reference

Add the following at the end of Sub-Clause 2.5:

The limits of the Site shall be as defined in the proposal documents and as shown on the Drawings. If the Contractor requires land beyond this Site, he shall obtain it entirely at his own cost and, before taking possession, shall supply the Engineer with a copy of all necessary permits.

Sub-Clause 3.1

The Engineer

The following is added at the end of the first sub-paragraph:

“The Engineer’s staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.”

Sub-Clause 3.2

Engineer’s Duties and Authority

The Engineer shall obtain the consent in writing of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (a) Sub-Clause 13.1: Right to vary - instructing a variation, except;
 - (i) in an emergency situation as determined by the Engineer; or

- (ii) (if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (b) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.

Notwithstanding the obligation, as set out above, to obtain consent in writing, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, it may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of consent of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, and EOT if any, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.
- (c) Issuance of an extension for Time in accordance with Sub-Clause 8.5 (Extension of Time for Completion)
- (d) Issuance of Taking-Over Certificate in accordance with Sub-Clause (10.1) and (10.2)

Sub-Clause 3.3

Engineer's Representative

The following is added at the end of Sub-Clause 3.3:

“The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer's Representative.”

Sub-Clause 3.4

Delegation by the Engineer

The following is added at the end of the second paragraph:

“If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority.”

Sub-Clause 3.6

Replacement of the Engineer

In the first paragraph, “42 days” is replaced with: “21 days”;
In the third para, “shall” is replaced with: “should”

Sub-Clause 3.9

Limitations on Engineer

Add new Sub-Clause 3.9 as follows:

- (a) The Engineer shall not be responsible for the Contractor's operational techniques and procedures nor

Responsibilities

for the safety and stability of Temporary and Permanent Works and Contractor's Equipment nor for measures for the safety, health and welfare of any persons on the site.

- (b) Neither the Engineer nor any member of the Engineer's staff shall be in any way personally liable to the Contractor for any acts or obligations performed in the course of the Engineer's duties under the Contract nor be answerable for any default or omission on the part of the Employer.

Sub-Clause 4.1

Contractor's General Obligations

The following is inserted after the paragraph "The Contractor shall provide the Plant (and spare parts, if any)...":

"All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank."

The following is inserted after the paragraph "The Contractor shall, whenever required by the Engineer...":

The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives consent, a consent that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applicable Management Strategies and Implementation Plans (MSIPs) and applying the Code of Conduct for Contractor's Personnel submitted as part of the Proposal and agreed as part of the Contract.

The Contractor shall submit, to the Engineer for Review, any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

The C-ESMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 5.2.2 [*Review by Engineer*].

Sub-Clause 4.2

**Performance Security
and ES Performance
Security**

The first paragraph is replaced with:

“The Contractor shall obtain (at its cost) a Performance Security for proper performance and, if applicable, an Environmental and Social (ES) Performance Security for compliance with the Contractor’s ES obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If amounts are not stated in the Contract Data, this Sub-Clause shall not apply.”

In the following Sub-Clauses of the General Conditions, the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental and Social (ES) Performance Security”:

- 2.1- Right of Access to the Site;
- 14.2- Advance Payment;
- 14.6- Issue of IPC;
- 14.12- Discharge;
- 14.13- Issue of FPC;
- 14.14 Cessation of Employer’s Liability;
- 15.2- Termination for Contractor’s Default;
- 15.5- Termination for Employer’s Convenience.

Sub-Clause 4.2.1

**Contractor’s
obligations**

The first paragraph is replaced with:

“The Contractor shall deliver the Performance Security and, if applicable, an ES Performance Security to the Employer within 28 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a scheduled Bank in Pakistan or from a foreign Bank duly counter guaranteed by scheduled Bank in Pakistan selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer. The ES Performance Security shall be issued by a scheduled Bank in Pakistan or from a foreign Bank duly counter guaranteed by scheduled Bank in Pakistan selected by the Contractor and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.”

Thereafter, throughout Sub-Clause 4.2 “Performance Security” is replaced with: “Performance Security and, if applicable, ES Performance Security.”

| | |
|---|---|
| Sub-Clause 4.2.2 Claims under the Performance Security | The first paragraph is replaced in its entirety with: “The Employer shall not make a claim under the Performance Security, except for amounts for which the Employer is entitled under the Contract.” |
| Sub-Clause 4.2.3 Return of Performance Security | In sub-paragraph (a) “21 days” is replaced with: “28 days”. |
| Sub-Clause 4.3 Contractor’s Representative | The following is added at the end of the last paragraph: “If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.” |
| Sub-Clause 4.4 Subcontractors | <p>The following is added at the beginning of the second paragraph.</p> <p>“The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 4.24.”</p> <p>In addition to obtaining the Engineer's consent pursuant to Sub-Clause 4.4, the Contractor shall:</p> <ul style="list-style-type: none">(a) notify the Engineer within 14 days of signing the Contract, and before commencing work on Site, of any parts of the Works he intends to subcontract for which approval of the Engineer is required under Sub-Clause 4.4. For each subcontract the following shall be provided:<ul style="list-style-type: none">(i) the name, address and contact details of the Subcontractor;(ii) the nature and scope of the work to be subcontracted;(iii) information on the Subcontractor's experience of similar work and details of the Subcontractor's site supervision, sources of labour and equipment and financial capabilities, in sufficient detail to enable the Engineer to determine if the Subcontractor is able to undertake and complete the subcontract work within the time and to the standards required by the Contract;(iv) the approximate value of the subcontract works based on the Contract prices;(v) confirmation that the subcontract includes terms and conditions and all obligations and |

responsibilities contained in the Contract, in so far as these apply to the subcontract;

- (b) notify the Engineer, at least 21 days prior to the date that the Contractor requires approval from the Engineer, of any proposed change to the Subcontractors notified under (a) above and of any additional parts of the Works he proposes to subcontract. Similar information to that listed under (a) above shall be given for each subcontract;
- (c) include in his monthly reports to the Engineer, details of all subcontracts entered into, the names of the Subcontractors and the numbers of staff and labour for each Subcontractor on Site during the month;
- (d) provide, if requested by the Engineer, copies of documents such as wage sheets and details of the names and employment references for site staff and labour, invoices for the supply of materials, etc;
- (e) include conditions and requirements in subcontracts similar to those in the Contract regarding assignment and sub-subcontracting the whole or part of the subcontract works including requirements similar to those under (a) to (d) above. Any approval by the Contractor to a Subcontractor regarding such assignment or sub-subcontracting shall be subject to the prior approval of the Engineer.
- (f) Subcontractor's declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors.
- (g) provide a copy of the subcontract to the Engineer, including prices for the subcontract works.

If the Contractor subcontracts any part of the Works on the Site in contravention of this Sub-Clause 4.4, or if a Subcontractor assigns or subcontracts the whole or part of the subcontracted work, the Engineer may, subject to the prior consent of the Employer, take action in respect of either or both of the following:

- (a) instruct the Contractor to dismiss and remove immediately, or within such other time as may be specified in the instruction, the Subcontractor or the Sub-Subcontractor from the Site;

The Contractor shall not be entitled to any extension of time for completion under Sub-Clause 8.5 (*Extensions of Time for Completion*) arising out of any delay caused by the dismissal

and removal of the Sub-contractor or Sub-Subcontractor from the Site.

The following is added after the first sentence of the fourth paragraph.

“The Contractor’s submission to the Engineer shall also include a Subcontractor’s declaration in accordance with the Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors.”

The following is added at the end of the last paragraph of Sub-Clause 4.4:

“All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 15.2. [*Termination for Contractor’s Default*].

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.”

Sub-Clause 4.5.1
Objection to nomination

In sub-paragraph (a) on the first line before “Subcontractor”, add “nominated”.

In sub-paragraph (c):

“and” is deleted from the end of (i);

“.” at the end of (ii) is replaced with: “, and”.

The following is then added as (iii):

“(iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 4.5.2 [*Payment to nominated Subcontractors*].”

Sub-Clause 4.6
Co-operation

In line 1, line 16 and line 19 replace the word “Employer’s Requirements” with “Contract”

The second paragraph is replaced with the following:

Sub-Clause 4.8
Health and Safety
Obligations

“Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 5.2 [*Contractor’s Documents*].

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

- (a) which shall include at a minimum:
 - (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
 - (ii) details of the training to be provided, records to be kept;
 - (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
 - (iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
 - (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour;
 - (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities

are provided by the Contractor in
accordance with Sub-Clause 6.6; and

- (b) any other requirements stated in the
Specification.”

The paragraph starting with: “In addition to the reporting requirement of...” is deleted and replaced with the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions.

Sub-Clause 4.18
Protection of the
Environment

Sub-Clause 4.18 Protection of the Environment is replaced with:

“The Contractor shall take all necessary measures to:

- (a) protect the environment (both on and off the Site);
and
(b) limit damage and nuisance to people and property
resulting from pollution, noise and other results of
the Contractor’s operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor’s activities shall exceed neither the values indicated in the Employer’s Requirements, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor’s operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.”

Sub-Clause 4.20
Progress Reports

Replace “4.20 (g) with: “the Environmental and Social (ES) metrics set out in Particular Conditions - Part D”

Add new sub-paragraph (i) after (h) of Sub-Clause 4.20, as follows:

All other information specified in the Employer's Requirements and Specifications.

The following is added at the end of the Sub-Clause:

“In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*] the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer’s Personnel or Contractor’s Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury;

significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause."

Sub-Clause 4.21

Security of the Site

The Sub-Clause is replaced with the following:

The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor.

Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site.

The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Employer's Requirements."

Sub-Clause 4.22
Contractor's Operations
on Site

On the third line of the second paragraph before "4.17", "Sub-Clause" is added.

Sub-Clause 4.24
Code of Conduct

The following Sub-Clause is added:

The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

Sub-Clause 4.25
Milestones

The following Sub-Clause is added:

The Contractor shall complete the works of each Milestone (including all work which is stated in the Employer's Requirements as being required for the Milestone to be considered complete) within the time for completion of the milestone, as stated in the Contract Data, calculated from the Commencement Date.

The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-

Clause 8.3 [*Programme*], the time for completion of each Milestone. Sub-paragraph (d) of Sub-Clause 8.4 [*Advance Warning*] and Sub-Clause 8.5 [*Extension of the Time for Completion*] shall apply to each Milestone, such that “Time for Completion” under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.

The Contractor may apply, by Notice to the Engineer, for a Milestone certificate not earlier than 14 days before the works of a Milestone will, in the Contractor’s opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor’s Notice:

- (a) issue the Milestone Certificate to the Contractor, stating the date on which the works of a Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or
- (b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.

The Contractor shall then complete the work referred to in subparagraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause.

If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor’s application within the above period of 28 days, and if the works of a Milestone are completed in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor’s Notice of application.

If delay damages for a Milestone are stated in the Contract Data, and if the Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause):

- (i) the Contractor shall, subject to Sub-Clause 20.1 [*Claims*], pay delay damages to the Employer for this default;
- (ii) such delay damages shall be the amount stated in the Contract Data, for every day which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate;
- (iii) the total amount of delay damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the

Contractor's liability for delay damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor).

Sub-Clause 4.26

Temporary Facilities and Services for the Engineer

The following Sub-Clause is added:

If the Contractor fails to provide and maintain any of the Temporary facilities and services required for the use of the Employer's/Engineer's Personnel, then the Employer shall be entitled to provide and maintain such Temporary facilities and services and shall be entitled to recover from the Contractor the cost plus 10% (Administrative Fees) thereof or may deduct the same from any monies due or that become due to the Contractor.

Sub-Clause 5.5

Training

"Employer's Requirements" is substituted by "Division 01 of the Specifications" in the entire sub-clause.

Sub-Clause 5.6

As-Build records

"Employer's Requirements" is substituted by "Division 01 of the Specifications" in the entire sub-clause.

Sub-Clause 5.8

Design Error

Add the following to the end of Sub-Clause 5.8:

The Engineer/Employer's approval on the Contractor's Documents including the Design deliverables or any Works without detecting the errors therein shall not relieve the Contractor from his liability to rectify the error and any consequences to this error under the Contract without additional cost or time borne by the Employer.

Sub-Clause 6.1

Engagement of Staff and Labour

On the first line, "Specification" is replaced with "Employer's Requirements".

The following paragraph is added at the end of the Sub-Clause:

"The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country."

Sub-Clause 6.2

Rates of Wages and Conditions of Labour

The following paragraph is added at the end of the Sub-Clause:

"The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws."

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| Sub-Clause 6.3 Recruitment of Persons | <u>Add</u> the words "or Engineer's" after "Employer's" in the second line |
| Sub-Clause 6.5 Working Hours | The following is inserted at the end of the Sub-Clause The Contractor shall provide the Contractor's Personnel annual holiday and sick, maternity and family leave, as required by applicable Laws or as stated in the Employer's Requirements." |
| Sub-Clause 6.6 Facilities for Staff and Labour | The following is added as the last paragraph: If stated in the Employer's Requirements, the Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities for the Employer's Personnel as stated in the Employer's Requirements. |
| Sub-Clause 6.7 Health and Safety of Personnel | In the second paragraph, "The Contractor" is replaced with: "Except as otherwise stated in the Employer's Requirements, the Contractor..." |
| Sub-Clause 6.9 Contractor's Personnel | The Sub-Clause is replaced with: "The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative and Key Personnel (if any), who: (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel (ES). If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with |

equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply.

Subject to the requirements in Sub-Clause 4.3 [*Contractor's Representative*] and 6.12 [*Key Personnel*], and notwithstanding any requirement from the Engineer to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above.

Sub-Clause 6.12

Key Personnel

The following is inserted at the end of the last paragraph:

“If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.”

The following Sub-Clauses 6.13 to 6.28 are added after Sub-clause 6.12

Sub-Clause 6.13

Foreign Personnel

The Contractor may bring into the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining visas, any local, state, national, or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

Sub-Clause 6.14

Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Employer's Requirements at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

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| Sub-Clause 6.15 Supply of Water | The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel. |
| Sub-Clause 6.16 Measures against Insect and Pest Nuisance | The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide. |
| Sub-Clause 6.17 Alcoholic Liquor or Drugs | The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereto by Contractor's Personnel. |
| Sub-Clause 6.18 Arms and Ammunition | The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so. |
| Sub-Clause 6.19 Festivals and Religious Customs | The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs. |
| Sub-Clause 6.20 Funeral Arrangements | The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works. |
| Sub-Clause 6.21 Forced Labour | <p>The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labour, such as indentured labour, bonded labour or similar labour-contracting arrangements.</p> <p>No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p> |

Sub-Clause 6.22
Child Labour

The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Contractor, including its Subcontractors, shall not employ a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Contractor including its Subcontractors, shall only employ children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Contractor with the Engineer's consent. The Contractor shall be subject to regular monitoring by the Engineer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

Sub-Clause 6.23
Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked, and wages paid to all workers. These records shall be summarised on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [*Contractor's Records*].

Sub-Clause 6.24

Workers' Organisations

In countries where the relevant labour laws recognise workers' rights to form and to join workers' organisations of their choosing and to bargain collectively without interference, the Contractor shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labour laws substantially restrict workers' organisations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Contractor shall not seek to influence or control these alternative means. The Contractor shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organisations and collective bargaining or alternative mechanisms. Workers' organisations are expected to fairly represent the workers in the workforce.

Sub-Clause 6.25

**Non-Discrimination and
Equal Opportunity**

The Contractor shall not make decisions relating to the employment or treatment of Contractor's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment of Contractor's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Contractor shall provide protection and assistance as necessary to ensure nondiscrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Sub-Clause 6.22).

Sub-Clause 6.26

**Contractor's Personnel
Grievance Mechanism**

The Contractor shall have a grievance mechanism for Contractor's Personnel, and where relevant the workers' organizations stated in Sub-Clause 6.24, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

Sub-Clause 6.27

**Training of Contractor's
Personnel**

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and health and safety training.

As stated in the Employer's Requirements or as instructed by the Engineer, the Contractor shall also allow appropriate opportunities for the relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel.

The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor's Personnel.

Sub-Clause 6.28
Epidemics

In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same. The Contractor is to consider also all known epidemics such as COVID-19 and take all related measures, as prescribed by the Authorities.

The Contractor shall have the right, in accordance with Sub-Clause 8.5 of the Conditions of Contract, to claim for any events or circumstances which have impact on the Time for Completion but which are not attributable to the Contractor's default or could not have been anticipated by a prudent contractor considering the economic and commercial disruptions worldwide at the Commencement Date.

For avoidance of doubts, the Contractor may be entitled for extension of time due to the consequences of the "COVID-19" virus (if any) that may occur in the Country after the Commencement Date to the extent that the progress of the Works is affected by the measures which might be announced by the Government (i.e. partial or complete lockdown, reduced work force,... etc.) and the aforementioned extension will be limited to the extensions announced by the Government in connection to the events occurring after the Commencement Date.

Add the following at the end of Sub-Clause 7.4:

Sub-Clause 7.4
Testing by the Contractor

To clarify what is stated in this Sub-Clause, the Contractor shall bear the costs of tests stated in the Contract included in the Employer's Requirements, Specifications and applicable standards.

Sub-Clause 7.7
Ownership of Plant and Materials

The following is added before the first paragraph:

"Except as otherwise provided in the Contract,"

Sub-Clause 8.1
Commencement of Work

The Sub- Clause is replaced in its entirety with the following:

“The Engineer shall give a Notice to the Contractor stating the Commencement Date, not less than 14 days before the Commencement Date.

The Notice shall be issued promptly after the Engineer determines the fulfilment of the following conditions:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer’s financial arrangements (under Sub-Clause 2.4 [Employer’s Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor; and
- (e) constitution of the DAAB in accordance with Sub-Clause 21.1 and Sub-Clause 21.2 as applicable.

Subject to Sub-Clause 4.1 on the Management Strategies and Implementation Plans and the C-ESMP and Sub-Clause 4.8 on the health and safety manual, the Contractor, shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.”

Sub-Clause 8.3
Programme

Add new subparagraph (l) at the end of the first paragraph, as follows:

- (l) a cash flow schedule showing the anticipated payments by the Employer during the contract period.

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| Sub-Clause 8.5 | Add the following paragraph at the end of Sub-Clause 8.5: |
| Extension of Time for Completion | If in determining any extension to the Time for Completion under this Sub-Clause, the Engineer shall be entitled to take into account the effect of work omitted by any Variation issued by him pursuant to Sub-Clause 13.1 (Right to Vary) but he shall have no power to reduce the Time for Completion stated in the Contract Data. |
| Sub-Clause 11.3 | <u>Add</u> the following paragraph at the end of Sub-Clause 11.3: |
| Extension of Defects Notification Period | If two or more Sections or parts of the Works are taken-over separately, then with respect to defects appearing after the interconnection of such Sections or parts, the Contractor's responsibility under this Clause shall continue for all interconnected Sections or parts until the latest of the Defects Notification Periods have expired. |
| Sub-Clause 11.7 | In the second paragraph, “Whenever the Contractor intends to access any part of the Works during the relevant DNP:” is replaced with: |
| Right of Access after Taking Over | “Whenever, until the date 28 days after issue of the Performance Certificate, the Contractor intends to access any part of the Works:” |
| Sub-Clause 12.1 | In sub-paragraph (b)(ii) on the second line, delete “been”. |
| Procedure for Tests after Completion | |
| Sub-Clause 13.3.1 | Subparagraph 13.3.1 (a) is replaced with: “a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts;” |
| Variation by Instruction | |
| Sub-Clause 13.4 | The following is inserted as the penultimate paragraph: |
| Provisional Sums | “The Provisional Sum shall be used to cover the Employer's share of the DAAB members’ fees and expenses, in accordance with Clause 21. No prior instruction of the Engineer shall be required with respect to the work of the DAAB. The Contractor shall submit the DAAB members’ invoices and satisfactory evidence of having paid 100% of such invoices as part of the substantiation of those Statements submitted under Sub-Clause 14.3. |
| Sub-Clause 13.6 | In the fourth paragraph: |
| Adjustments for Changes in Laws | - at the end of sub-paragraph (ii), delete “(with detailed supporting particulars)” |

- at the end of this fourth paragraph, add “(with detailed supporting particulars)”.

The following paragraph is added at the end of the Sub-Clause:

“Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the Table of Adjustment Data in accordance with the provisions of Sub-Clause 13.7 [Adjustments for Changes in Cost].”

The following is inserted at the end of the last paragraph:

Sub-Clause 14.1

The Contract Price

The Contractor shall submit, as a part of the final detailed design submission, detailed Schedule of Priced Activities including breakdown for all the priced items in the Schedule of Priced Activities, adhering to the total amounts included in the Schedule of Priced Activities.

The detailed Schedule of Priced Activities shall include, but not limited to the following:

- a. Break down the items to sub-items,
- b. Breakdown of all prices contained in the Schedule of Priced Activities, showing the costs of labour, Materials, Plant, Contractor's equipment and other charges

The Contract Price shall not be subject to any adjustment:

- i. On account of the quantities of any Goods or Works being more or less than specified in the Schedule of Price Activities; or
- ii. On account of any Goods or Works not being provided for in the Schedule of Price Activities.

Subject to the stipulations of Sub-Clause 14.1 where Works need to be paid according to quantity supplied or work done, the quantity supplied or work done shall be measured and valued in accordance with the Basis of Pricing included with the Schedule of Priced Activities and in accordance with the descriptions of items and preambles stated in the Specification and/or Schedule of Priced Activities.

Any part of the Works which is to be measured shall be specified in the Contract.

The Engineer shall agree or determine the value of those parts of the Works which are to be measured, in accordance with Sub-Clause 3.7 [*Agreement or Determination*].

Measurement shall be made of the net actual quantities of those parts notwithstanding local practice.

Whenever the Engineer requires any part of the Works to be measured on Site. It shall give a Notice to the Contractor of not less than 7 days, of the part to be measured on the date on which and place on Site at which the measurement shall be made. Unless otherwise agreed with the Contractor, the measurement on Site shall be made on this date and the Contractor's Representative shall:

- (a) either attend or send another qualified representative to assist the Engineer and to endeavour to reach agreement of the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the measurement made by (or on behalf of) the Engineer shall be deemed to have been made in the Contractor's presence and the Contractor shall be deemed to have accepted the measurement as accurate.

Any part of the Permanent Works that is to be measured from records shall be identified in the Employer's Requirements and, except as otherwise stated in the Contract, such records shall be prepared by the Engineer. Whenever the Engineer has prepared the records of such a part, it shall give a Notice to the Contractor of not less than 7 days, stating the date on which and place at which the Contractor's Representative shall attend to examine and agree the records of the Engineer. If the Contractor fails to attend or send a representative at the time and place stated in the Engineer's Notice (or otherwise agreed with the Contractor), the Contractor shall be deemed to have accepted the records as accurate.

If, for any part of the Works, the Contractor attends the measurement on Site or examines the measurement records (as the case may be) but the Engineer and the Contractor are unable to agree the measurement, then the Contractor shall give a Notice to the Engineer setting out the reasons why the Contractor considers the measurement on Site or records are inaccurate. If the Contractor does not give such a Notice to the Engineer within 14 days after attending the measurement on Site or examining the measurement records, the Contractor shall be deemed to have accepted the measurement as accurate.

After receiving a Contractor's Notice under this Sub-Clause, unless at that time such measurement is already

subject to the third paragraph of Sub-Clause 13.3.1 [*Variation by Instruction*], the Engineer shall:

- (a) proceed under Sub-Clause 3.7 [Agreement or Determination] to agree or determine the measurement; and
- (b) For the purpose of Sub-Clause 3.7.3 [*Time Limits*], the date on which the Engineer receives the Contractor's Notice shall be the date of commencement of the time limit for agreement under Sub-Clause 3.7.3.

Until such time as the measurement is agreed or determined, the Engineer shall assess a provisional measurement for the purposes of Interim Payment Certificates.”

Sub-Clause 14.2

Advance Payment

Delete the word “After” in the first line of the second paragraph of Sub-Clause 14.2 and add the following:

“Upon receipt of confirmation from the Contractor that the Performance Security and, if applicable, an ES Performance Security in accordance with Sub-Clause 4.2 has been submitted and after.....”

Add the following paragraph after the second paragraph:

The advance payment shall be used by the Contractor exclusively for the Works including among others mobilization expenditures, including the acquisition of Equipment, Plant and Materials in connection with the Works. The Equipment and Plant supplied to the Site shall be in good condition and suitable for use and of such type, size, and capacity appropriate for carrying out the Works, and must be insured in accordance with the Conditions of the Contract.

Should the Contractor misappropriate any portion of the advance loan, the Employer shall have the right to confiscate the Advance Payment Guarantee notwithstanding any objection on the part of the Contractor.

Sub-Clause 14.2.1

Advance Payment Guarantee

The first paragraph is replaced with:

“The Contractor shall obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equal to the advance payment and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by scheduled bank in Pakistan or from a foreign bank duly counter guaranteed by a scheduled bank in Pakistan selected by the Contractor and shall be based on the sample form annexed to the Particular Conditions or in another form agreed by the Employer (but such agreement

shall not relieve the Contractor from any obligation under this Sub-Clause).”

Sub-Clause 14.3

Application for Interim Payment

The following is inserted at the end of (vi) after: *[Agreement or Determination]*: “any reimbursement due to the Contractor under the Dispute Avoidance/ Adjudication Agreement. (Appendix General Conditions of Dispute Avoidance/ Adjudication Agreement).”

Sub-Clause 14.6.2

Withholding (amounts in) an IPC

“and/or” from subparagraph (b) is deleted.

The following is then added as subparagraph (c) and subparagraph (c) of the Sub-Clause is renumbered as (d):

“(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:

- (i) failure to comply with any ES obligations or work described in the Employer’s Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;
- (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts;
- (iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;
- (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;
- (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner;
- (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).”

Sub-Clause 14.7

Payment

At the end of sub-paragraph (b): “and” is replaced with “or” and the following inserted as (iii):

“(iii) at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and”

At the end of sub-paragraph (c): “.” is replaced with “;” and the following inserted:

“or, at a time when the Bank’s loan or credit (from which part of the payments to the Contractor is being made) is suspended the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].”

Sub-Clause 14.9

Release of Retention Money

The following is added at the end of Sub-Clause 14.9:

“Unless otherwise stated in the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security and, if applicable, an ES Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify, and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release after the latest of the expiry dates of the Defects Notification Periods. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security and, if applicable, an ES Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under them when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention

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| | <p>Money guarantee will not be required. If the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security, when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if applicable, an ES Performance Security.”</p> |
| <p>Sub-Clause 14.12 Discharge</p> | <p>On the seventh line of the first paragraph, replace “Sub-Clause 21.6 [Arbitration]” with “Clause 21 [Disputes and Arbitration]”.</p> |
| <p>Sub-Clause 14.15 Currencies of Payment</p> | <p>Throughout Sub-Clause 14.15, “Contract Data” is replaced with: “Schedule of Payment Currencies”.</p> |
| | <p>Add new Sub-Clauses 14.16 to 14.19 as follows:</p> |
| <p>Sub-Clause 14.16 Foreign Taxation</p> | <p>The Accepted Contract Amount shall be deemed to include for all taxes, duties and other charges imposed outside the Country on the production, manufacture, sale and transport of Materials, Plant and Contractor's Equipment to be used in or furnished under the Contract and on the services performed under the Contract.</p> |
| <p>Sub-Clause 14.17 Local Taxes and Duties</p> | <p>The Accepted Contract Amount shall be deemed to include all customs duties and charges, import duties, business taxes, income and other taxes that may be levied in accordance with the Laws and regulations in being at the Base Data in the Country on Materials and Plant (permanent, temporary and consumable) to be used or furnished under the Contract and on the services performed under the Contract.</p> |
| <p>Sub-Clause 14.18 Import Duties on Contractor’s Equipment</p> | <p>The Contractor shall observe all Laws and regulations concerning the importation and export of Contractor's Equipment and Temporary Works brought into the Country for the Works. The Contractor shall pay any import duties and other charges or provide such bonds or guarantees as may be demanded by the relevant authorities.</p> |
| <p>Sub-Clause 14.19 Income Tax on Staff</p> | <p>The Contractor's staff, personnel and labour will be liable to pay personal income tax in respect of such of their salaries and wages as are chargeable under the Laws and regulations for the time being in force in Country, and the Contractor shall perform such duties with regard to deductions of such taxes as may be imposed on him by such Laws and regulations.</p> |
| <p>Sub-Clause 15.1 Notice to Correct</p> | <p>“and” is deleted from (b) and “.” is replaced by: “; and” in (c).</p> |

The following is then added as (d)

“(d) specify the time within which the Contractor shall respond to the Notice to Correct.”

In the third para., “shall immediately respond” is replaced with: “shall respond within the time specified in (d)”. Further, in the third para., “to comply with the time specified in the Notice to Correct.” is replaced with: “to comply with the time specified in (c).”

Sub-Clause 15.2.1

Notice

Sub-paragraph (h) is replaced with: “based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract.”

Sub-Clause 15.8

Fraud and Corruption

The following new Sub-Clause is added:

“15.8.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank’s Sanctions Framework, as set forth in Particular Conditions - Part C- Fraud and Corruption.

15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for proposals process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.”

Sub-Clause 16.1

Suspension by Contractor

The following paragraph is inserted after the first paragraph:

“Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.”

Sub-Clause 16.2.1

Notice

Sub-paragraph (j) is deleted in its entirety.

At the end of sub-paragraph (i): “; or” is replaced with: “.”
sub-paragraph (f) is replaced with:

“(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1

[*Commencement of Works*] within 180 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor.”

Sub-Clause 16.2.2

Termination

The following is added at the end of Sub-Clause 16.2.2:

“In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.”

Sub-Clause 17.1

Responsibility for Care of the Works

On the fourth and fifth lines of the first paragraph, replace “Date of Completion of the Works” with “issue of the Taking-Over Certificate for the Works”.

Sub-Clause 17.3

Intellectual and Industrial Property Rights

On the first line of the second paragraph, replace “notice” with “a Notice”.

Sub-Clause 17.7

Use of Employer's Accommodation/Facilities

The following Sub-Clause is added as 17.7:

“The Contractor shall take full responsibility for the care of the Employer-provided accommodation and facilities, if any, as detailed in the Employer's Requirements, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works)

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at its own cost, rectify the loss or damage to the satisfaction of the Engineer.”

Sub-Clause 18.1

Exceptional Events

Sub-paragraph (c) is substituted with:

“(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;”

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| Sub-Clause 18.4 Consequences of an Exceptional Event | <p>The following is added at the end of sub-paragraph (b) after deleting the “.”:</p> <p>“, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 19.2 [Insurance to be provided by the Contractor].”</p> |
| Sub-Clause 18.5 Optional Termination | <p>In sub-paragraph (c), “and necessarily” is inserted after ““was reasonably”.</p> |
| Sub-Clause 19.1 General Requirements | <p>The following paragraphs are added after the first:</p> <p>“Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with terms (if any) agreed by both Parties before the date of the Letter of Acceptance.</p> <p>This agreement of terms shall take precedence over the provisions of this Clause.”</p> |
| Sub-Clause 19.2 insurance to be provided by the Contractor | <p>The following is inserted as the first sentence in Sub-Clause 19.2:</p> <p>“The Contractor shall be entitled to place all insurances relating to the Contract (including, but not limited to the insurance referred to in Clause 19) with insurers from any eligible source country.”</p> |
| Sub-Clause 19.2.3 Liability for breach of professional duty | <p>On the first line of the first paragraph, replace “the part of the Permanent Works under Sub-Clause 4.1 [Contractor’s General Obligations], and/or any other design under the Contract” with “the Permanent Works”.</p> |
| Sub-Clause 19.2.5 Injury to employees | <p>The second paragraph is replaced with:</p> <p>“The Employer and the Engineer shall also be indemnified under the policy of insurance, against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor’s Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer’s Personnel.”</p> |
| Sub-Clause 20.1 Claims | <p>In a): “any additional payment” is replaced with “payment”.</p> |

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| Sub-Clause 20.2 | The first paragraph is replaced with: |
| Claims for Payment and/or EOT | “If either Party considers that it is entitled to claim under Sub- clause 20.1[<i>Claims</i>] (a) or (b), the following claim procedure shall apply:” |
| Sub-Clause 21.1 | In the second paragraph, at the end of the first sentence after deleting: “.”, the following is added: “, each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix-General Conditions of Dispute Avoidance/ Adjudication Agreement.” |
| Constitution of the DAAB | After the second paragraph insert the following paragraph: “If the Contract is with a foreign Contractor, the DAAB members shall not have the same nationality as the Employer or the Contractor.” |
| Sub-Clause 21.2 | For both (a) and (b): “by the date stated in the first paragraph of Sub-Clause 21.1 [<i>Constitution of the DAAB</i>]” is replaced with: “within 42 days from the date the Contract is signed by both Parties”. |
| Failure to Appoint DAAB Member (s) | |

Sub-Clause 21.6
Arbitration

In the first paragraph, delete starting from: “international arbitration” up to the end of (c), and replace with the following:

“arbitration. Arbitration shall be conducted as follows:

- (a) if the contract is with foreign contractors, unless otherwise specified in the Contract Data; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the ruling language defined in Sub-Clause 1.4 [Law and Language].
- (b) If the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer’s country.”

Sub Clause 21.6(a) shall be retained in the case of a Contract with a foreign Contractor or Sub Clause 21.6(b) shall be retained in the case of a Contract with a domestic Contractor. The determination of whether a Contractor (as an individual firm or as a Joint Venture) is foreign or domestic for the purposes of this sub clause, will be made by reference to the criteria set forth in the footnote for ITP 39.1 of the Instructions To Proposers.

Appendix- General Conditions of Dispute Avoidance/Adjudication Agreement

Title

“General Conditions of Dispute Avoidance/Adjudication Agreement” is replaced
with “General Conditions of DAAB Agreement”.

1. Definitions

Sub-Clause 1.2 On both the first and third lines, “DAA Agreement” is replaced with “DAAB Agreement”.

Sub-Clause 1.3

- In the first line, “Dispute Avoidance/Adjudication Agreement” or “DAA Agreement” means” is replaced with: “DAAB Agreement” is as defined under the Contract and is”.
- In the first line of sub-paragraph (c), “DAA Agreement” is replaced with “DAAB Agreement”
- In sub-paragraph (c)(ii), replace “chairman” with “chairperson”.

Sub-Clause 1.3 “DAAB Activities” is replaced with Sub-Clause 1.4 “DAAB Activities” and the subsequent Sub-Clauses under Clause 1 “Definitions” renumbered:

In Sub-Clause 1.7 to 12: All instances of “DAA Agreement” are replaced with “DAAB Agreement”

In Sub-Clause 1.8 a(i):” authorised representative of the contractor or of the Employer” is replaced with: “Contractor’s Representative and authorised representative of the Employer”

2.General provisions

Sub-Clause 2.2 is deleted in its entirety.

3. Warranties

Sub-Clause 3.3 is deleted and replaced with the following:

“When appointing the DAAB Member, each Party relies on the DAAB Member’s representations, that he/she:

- a) has at least a bachelor’s degree in relevant disciplines such as law, engineering, construction management or contract management;
- b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes;
- c) has received formal training as an adjudicator from an internationally recognized organization;
- d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract;
- e) has experience in the interpretation of construction and/or engineering contract documents;
- f) has familiarity with the forms of contract published by FIDIC since 1999, and an understanding of the dispute resolution procedures contained therein; and
- g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB).”

7. Confidentiality

In Sub-Clause 7.3: “or” is deleted after sub-paragraph (b).
and the following sub-paragraphs added:

“(d) is being provided to the Bank”

9. Fees and Expenses

In Sub-Clause 9.1 c): “business class or equivalent” is replaced with: “in less than first class”

In Sub-Clause 9.4: “and air fares” and “other” are deleted from the first and second sentences respectively.

10. Resignation and Termination

In Sub-Clause 10.3: “the DAA Agreement” is replaced with: “a DAAB member’s DAA Agreement”.

Annex- DAAB Procedural Rules

Rule 4.2 On the fourth line, replace “chairman” with “chairperson”.

Rule 8.3 On the sixth line, replace “chairman” with “chairperson”.

Form of Dispute Avoidance/Adjudication Agreement

All instances of “DAA Agreement” are replaced with: “DAAB Agreement”.

In C (b): “chairman” is replaced with “chairperson”.

Particular Conditions

Part C- Fraud and Corruption

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); Proposers, consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner; (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
 - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Proposers, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

Particular Conditions

Part D- Environmental and Social (ES)

Metrics for Progress Reports

Metrics for regular reporting:

- a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
- b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
- c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
- d. *status of all permits and agreements:*
 - i. *work permits: number required, number received, actions taken for those not received;*
 - ii. *status of permits and consents:*
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*
- e. *health and safety supervision:*
 - i. *safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;*
 - ii. *number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);*

- f. worker accommodations:*
- i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. Health services: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);*
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
- i. training:*
- i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.
- j. environmental and social supervision:*
- i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

- iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances: list new grievances (e.g. allegations of SEA and SH) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*
 - i. Worker grievances;
 - ii. Community grievances
- l. 1. *Traffic, road safety and vehicles/equipment:*
 - i. traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. *Environmental mitigations and issues (what have been done):*
 - i. dust: number of working bowlers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

- v. spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;
- vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
- vii. details of tree plantings and other mitigations required undertaken in the reporting period;
- viii. details of water and swamp protection mitigations required undertaken in the reporting period.

n. compliance:

- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
- ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iii. compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed

Particular Conditions

Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*

Date: *[insert day, month, year]*

Contract reference *[insert contract reference]*

Page *[insert page number]* of *[insert total number]* pages

| SEA and/or SH Declaration |
|--|
| We: <input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. <input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. <input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. <input type="checkbox"/> (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. <input type="checkbox"/> (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations. |
| <i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i> |
| <i>[If (d) or (e) above are applicable, provide the following information:]</i> |
| Period of disqualification: From: _____ To: _____ |
| If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (as per (d) above) Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ |

| |
|--|
| <p>_____</p> <p>Contact Information: (Tel, email, name of contact person): _____</p> <p>_____</p> |
| <p>As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (as per (e) above)) <i>[attach details as appropriate]</i>.</p> <p>_____</p> <p>_____</p> <p>_____</p> |

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

SECTION X - CONTRACT FORMS

Table of Forms

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Notification of Intention to Award

For the attention of Proposer's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFP is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFP No: *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Proposer

| | |
|------------------------------|---|
| Name: | <i>[insert name of successful Proposer]</i> |
| Address: | <i>[insert address of the successful Proposer]</i> |
| Contract price: | <i>[insert contract price of the successful Proposer]</i> |
| Total combined score: | <i>[insert the total combined score of the successful Proposer]</i> |

2. Other Proposers

| Name of Proposer | Technical Score | Proposal price | Evaluated Proposal Cost (if applicable) | Combined Score |
|-------------------------|---------------------------------|--------------------------------|--|--------------------------------|
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Proposal price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Proposal price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Proposal price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Proposal price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |
| <i>[insert name]</i> | <i>[insert Technical score]</i> | <i>[insert Proposal price]</i> | <i>[insert evaluated cost]</i> | <i>[insert combined score]</i> |

3. Reason/s why your Proposal was unsuccessful

| |
|--|
| |
|--|

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Proposer, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Proposer, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must

be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information, see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Proposer who submitted a Proposal in this procurement, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO PROPOSERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Proposer¹. In case of joint venture, the Proposer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Proposer is any natural person who ultimately owns or controls the Proposer by meeting one or more of the following conditions:

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer*

RFP No.: *[insert number of RFP process]*

Request for Proposal No.: *[insert identification]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

| Identity of Beneficial Owner | Directly or indirectly holding 25% or more of the shares (Yes / No) | Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No) | Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Proposer (Yes / No) |
|---|--|--|---|
| <i>[include full name (last, middle, first), nationality, country of residence]</i> | | | |

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Proposer shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Proposer]

Name of the Proposer: **[insert complete name of the Proposer]*_____

Name of the person duly authorized to sign the Proposal on behalf of the Proposer:
***[insert complete name of person duly authorized to sign the Proposal]*_____

Title of the person signing the Proposal: *[insert complete title of the person signing the Proposal]*_____

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*_____

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*_____

* In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Proposer. In the event that the Proposer is a joint venture, each reference to “Proposer” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Proposal shall have the power of attorney given by the Proposer. The power of attorney shall be attached with the Proposal Schedules.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Proposal dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Proposers, is hereby accepted by our Agency.

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with **PDS ITP 53.1** within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the RFP document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____,
between _____ of _____
(hereinafter “the Employer”), of the one part, and _____ of
_____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as
_____ should be
executed by the Contractor, and has accepted a Proposal by the Contractor for the execution
and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance dated...
 - (b) The Letter of Proposal – Technical Part dated.....
 - (c) The Letter of Proposal – Financial Part dated.....;
 - (d) Any Addenda and Notices to the Proposal issued before signature of the Agreement;
 - (e) the Particular Conditions (Part A – Contract Data)
 - (f) the Particular Conditions (Part B – Special Provisions)
 - (g) The Particular Conditions Part C – Fraud and Corruption
 - (h) The Particular Conditions Part D – Environmental and Social (ES) Metrics for Progress Reports
 - (i) The Particular Conditions Part E - Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors
 - (j) the General Conditions
 - (k) the Employer’s Requirements (Volume 2A) as stated under Sub-Clause 1.1.33, Specifications (Volume 2B), Basis of Pricing (Volume 3), Schedule of Priced Activities (Volume 3), Drawings (Volume 4);
 - (l) The Documents forming part of Volume 1 (other than those documents specified in Sub-Clauses 1.5 (a) to (k)), Volume 5 and any other documents forming part of the Contract; and
 - (m) The Accepted contractor’s Proposal

- (n) the completed Schedules, and
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security – Option 1: Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (¹), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2... ², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Advance Payment Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called “the Applicant”) has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (₹) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (₹) ¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (b) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (c) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on _____.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.

the ____ day of _____, 2____,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Employer]*

Date: _____ *[Insert date of issue]*

RETENTION MONEY GUARANTEE No.: _____ *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract (“the Retention Money”), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of *[insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money]*, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and, if required, the ES Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures] () [amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

¹ The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Proposer on its account number _____ at _____ *[insert name and address of Proposer's bank]*.

This guarantee shall expire no later than the Day of, 2...², and any demand for payment under it must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

² *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*